Occupant, and (vii) all other equipment, apparatus and installations the common use of which is necessary or convenient for the existence, maintenance or safe operation of the Property.

"Constant Dollars" means the present value of the U.S. dollar to which such phrase refers. An adjustment shall occur on January 1 of the sixth (6th) calendar year following the Effective Date, and thereafter at five (5) year intervals. Constant Dollars are determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" is the level of the Index for the month of the Effective Date; the "Current Index Number" is the level of the Index for the month of September of the year preceding the adjustment year; the "Index" is the Consumer Price Index for All Urban Consumers, U.S. City Average, All items, published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then Landlord and Tenant shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result that would have been achieved by the Index. Adjustments for Constant Dollars shall be made as set forth above whenever either party requests such an adjustment, but not more than one request may be made by a party in any five (5) consecutive year period.

"Corporate Transaction" means each of the following (i) an assignment or subletting to any entity resulting from a consolidation, merger or reorganization by or with Tenant, (ii) an assignment or subletting to the purchaser in connection with a sale of not less than One Hundred Million Dollars (\$100,000,000) of the assets of Tenant, (iii) an assignment or subletting to any parent, subsidiary or affiliate of Tenant controlled by, under common control with or controlling Tenant, (iv) an assignment or subletting in connection with the sale of any line or business of Tenant (involving all or substantially all of the store locations of the format involved in such sale in the Metropolitan Area), and (v) an assignment by operation of law or by a change in the ownership of Tenant's stock.

"Default Rate" means the lesser of (i) the highest rate permitted by law to be paid on such type of obligation by the person obligated to make such payment and (ii) five percent (5%).

"Delivery Date" means the day after the last of the following events (each a "Delivery Condition" and collectively, the "Delivery Conditions") has occurred:

- (A) Substantial Completion of all of Landlord's Work, excluding only Punch List Items, as evidenced by execution by Landlord and Tenant of the Certificate of Completion of Landlord's Work on the attached Exhibit D;
  - (B) Delivery of the Premises by Landlord to Tenant in a Tenantable Condition;
  - (C) All Governmental Authorities have issued a temporary or final certificate of occupancy (or equivalent) for the Premises indicating satisfactory completion of Landlord's Work;
  - (D) All Governmental Authorities have issued all necessary approvals for the Landlord Approval Items, unless such requirement has been waived by Tenant;

- (E) Tenant is legally permitted to occupy the Premises to perform Tenant's Work, fixture and furnish the Premises and, upon completion of Tenant's Work, obtain a final certificate of occupancy (or equivalent) for the Premises to open to the public as a retail store; and
- (F) Delivery of exclusive possession of the Premises to Tenant, with all tools, equipment and materials of Landlord and Landlord's contractors, agents and employees removed (Tenant shall be deemed to have exclusive possession of the Premises notwithstanding the presence of Landlord's contractors completing Punch List Items in the Premises so long as the same does not interfere (except in a *de minimis* manner) with the construction of Tenant's Work).

If the Delivery Date occurs on a Saturday, Sunday or legal holiday, then the Delivery Date shall be postponed to the next day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, the Delivery Date cannot occur (i) more than (2) months prior to the Required Delivery Date, or (ii) more than two (2) months after the Required Delivery Date, unless Landlord has provided Tenant with at least two (2) months' prior written notice of such late Delivery Date.

"Delivery Specifications" means the work described on the attached Exhibit C.

"Emergency" means an event or circumstance that (i) threatens imminent harm to persons or property, (ii) causes material interference with access to or the operation of the Premises, Tenant's Systems, Exclusive Areas or Common Elements, or (iii) causes material interference with Tenant's ability to conduct its normal business operations, but such activities shall not include any event or circumstance that has been or could reasonably have been planned in advance, such as regular or scheduled maintenance or repairs that are not the result of a casualty.

"Environmental Law(s)" means any federal, state, county, municipal, local or other statute, ordinance or regulation that relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980 (aka "CERCLA"), as amended, 42 U.S.C. §9601 et. seq., the Resource Conservation and Recovery Act (aka "RCRA"), as amended, 42 U.S.C. §6901, et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et. seq., and the Clean Air Act, as amended, 42 U.S.C. §7401 et. seq.

"Exclusive Area(s)" means the following elements/areas of the Property identified on the Plans that are reserved for the exclusive occupancy and/or use of Tenant and/or its Permittees and in no event are deemed to be Common Elements hereunder:

- (A) Truck dock(s) and loading area(s) identified on the Plans as "**Truck Dock**", including the truck bays/wells and pedestrian access points to the Building and any equipment associated with the truck dock and loading facilities (e.g. bay doors, dock pads, bumpers, etc.) which must be available for the use of Tenant and its Permittees twenty-four (24) hours a day, seven (7) days a week, every day of the year.
- (B) Cart storage areas identified on the Plans as "Cart Storage" within which Tenant may erect a cart corral and store shopping carts for use of its customers. Tenant may also install and maintain an electronic shopping cart containment system within the Parking Lot.

- (C) Trash storage and compacter area identified on the Plans as the "**Tenant's Trash Area**" within which Tenant may install a compactor, trash containers, a cardboard bailer and/or related equipment for use in connection with its operations at the Premises.
- (D) Those portions of the exterior of the Building surrounding the Premises "Tenant Storefront Area", which area serves as Tenant's storefront with windows (including graphics behind any windows), Tenant branded paint, graphics, architectural features, lights, Signs, or other materials reflecting Tenant's corporate designs and branding that are prototypical from time to time.
- (E) Those portion(s) of the Building identified on the Plans as "Tenant Mechanical" within which Tenant may install/erect, operate, maintain, repair, relocate and remove Tenant's refrigeration, heating, ventilating and air conditioning systems and equipment, generator, satellite and microwave dishes, antennas and laser heads and such other equipment and facilities as required by Tenant in connection with its operations at the Premises.
- (F) The area(s) designated on the Plans as "Order Pick Up" for order pick up for Tenant's customers including the right to (i) install equipment, fixtures, and Signs related thereto, and (ii) paint surface(s) indicating that the parking spaces are exclusively for order pick up.
- (G) Those portion(s) of the Building necessary to allow Tenant to install security cameras (CCTV) and wireless networking (e.g., Wi-Fi), and related equipment (including lighting) in the following locations:
  - (i) above each Building entry and exit (including any fire exits, loading dock doors, employee entry, and receiving doors),
  - (ii) above or adjacent to any loading, unloading, trash/compactor, and Order Pick Up areas,
  - (iii) within any common or shared elevators,

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- (iv) to the extent controlled exclusively by Tenant, within any parking and lobby areas,
- (v) if the Premises has a parking field adjacent to it, on the roof of the Building in enough locations so that the entire parking field around the Premises will be within the site lines of the cameras, and
- (vi) in reasonable locations within any common corridors or stairwells between the Premises and the area to be used for Tenant's employee parking.

Tenant will supply and install any desired security camera systems and wireless networking (e.g., Wi-Fi), at Tenant's sole cost.

(H) Freight elevators as identified on the Plans as "Tenant's Freight Elevators" and passenger elevators and escalators identified on the Plans as "Tenant's Vertical Transportation".

"Floor Area" means the number of square feet of space contained within any building and any demised premises therein as measured from the inside wall faces of the exterior walls or store front and the center line of any common or demising walls, including any interior loading area, any mezzanine space, and any basement. Floor Area does not include any space attributable to (i) the Common Elements or (ii) the upper levels of any multiple-deck, platform, rack or other multi-level system used solely for the storage of merchandise that is located vertically above the floor. However, the Floor Area in Existing Occupancy Agreements may be used with respect to the Floor Area of Existing Occupants so long as the Floor Area in such instruments reasonably approximates the actual Floor Area and, in any event, only so long as such Existing Premises is not expanded, rebuilt or subject to other similar changes.

"General Merchandise Use" means any store, department, service, or operation that collectively or individually "trades in" a broad variety of merchandise in multiple categories, including all of the following categories: (i) apparel and accessories, (ii) baby products, (iii) consumer electronics, (iv) toys, (v) health and beauty products, (vi) household cleaning products, and (vii) automotive supplies. For the avoidance of doubt, any operation that does not "trade in" a broad variety of goods in all of the categories set forth in clause (i) through (vii) above is not a General Merchandise Use and therefore the foregoing prohibition would not apply to such an operation. "Trades in or trade in" means offers for sale, delivery, or return (whether through in-store sales, Online Fulfillment, or any combination thereof).

"Governmental Authority(ies)" means any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any department, agency or other instrumentality thereof) exercising jurisdiction over a particular subject matter.

"Governmental Requirement(s)" means all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended and as then applicable to the Property, of any Governmental Authorities, including (i) the Environmental Laws, (ii) the Americans with Disabilities Act of 1990 and any additions, amendments or modifications thereto, and all related regulations (collectively, the "ADA"), and (iii) all building codes and zoning ordinances. Any party making changes to the Property to comply with Governmental Requirements must implement such changes in a manner that minimizes, to the extent commercially feasible, any detrimental impact on the other party's rights and obligations under this Lease.

"Hazardous Substance(s)" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products (including crude oil or any fraction thereof), and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law(s).

"Identification Sign" means any Sign that solely depicts an Occupant's name and/or logo. For clarification, the term "Identification Sign" does not include Signs that identify specific brands or products for sale or services offered within a business establishment, unless such identification is used as part of the Occupant's trade name.

"Informational Sign" means any informational (e.g. "no parking", "loading zone"), directional, or way-finding Sign.

"Initially Intended Use" means a retail store at the Premises, including the sale of merchandise, pharmacy and food and beverage items for on-site or off-site consumption (including restaurant operations such as a Starbucks café).

"Landlord's Work" means all work required by the Delivery Specifications.

"Lease Year(s)" means the successive twelve (12) calendar month periods during the Term beginning February 1<sup>st</sup> and ending at 11:59 p.m. on January 31<sup>st</sup>; provided however, that the first Lease Year begins on the Rent Commencement Date and ends at 11:59 p.m. on the first January 31<sup>st</sup> that follows the first anniversary of the Rent Commencement Date.

"Metropolitan Area" means Westchester County, NY.

"Occupant" means any Person from time to time entitled to the use or occupancy of any portion of the Property under an ownership right or any lease, sublease, license, concession, or other similar agreement, including Landlord.

"Online Fulfillment" means any method of fulfilling online merchandise orders or returns, including store pick-up (via lockers, kiosks, pick-up counters, drive up facilities, or other pick-up services or facilities), ship/delivery from store, or other types of fulfillment operations or facilities for online orders.

"Opening Date" means the days in March, July and October on which Tenant customarily opens stores in its national store-opening program. Tenant shall have at least one Opening Date in each of March, July and October.

"Permittee(s)" means all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of the Property. Each party is responsible for the acts or omissions of its Permittees. Persons engaged in civic, public, charitable or political activities within any Common Elements or Exclusive Areas, including the activities set forth below, are not considered Permittees:

- (i) Exhibiting any placard, sign or notice.
- (ii) Distributing any circular, handbill, placard or booklet.
- (iii) Soliciting memberships or contributions for private, civic, public, charitable or political purposes.
- $\underset{\text{Case 23-13359-VFP}}{\text{Cose 1006-5}} \; \underset{\text{Enhals B-Part 2}}{\text{Filed 06027723}} \; \underset{\text{Enhals B-Part 2}}{\text{Enhals B-Part 2}} \; \underset{\text{Page 5 of 30}}{\text{(iv)}} \; \quad \text{Parading, picketing or demonstrating.}$ 
  - (v) Failing to follow regulations established by Landlord and Tenant relating to the use and operation of the Property.

Except to the extent legally required by Governmental Requirements, Landlord shall not permit the use or occupancy of any portion of the Property by Persons engaged in any of the activities described above.

"Permitted Supermarket" means a full-service grocery store or supermarket selling prepared foods for off premises consumption, which store may include everyday household items

and food staples as traditionally found in typical grocery stores or supermarkets consistent with a first class family oriented shopping center (such as "Whole Foods", "Wegmans", "Harris Teeter", "Fresh Market" or "Trader Joes", but excluding operations as such as "Shaw's", "Price Chopper", "Acme", "Stop & Shop", "ShopRite", "Aldi", and "Lidl") operating in at least 7,500 square feet.

"Person" means any individual, corporation, association, partnership, limited liability company, trust, Governmental Authority or other legal entity.

"Premises" means the portion of the Building as depicted on the Plans from the inside wall face of all exterior walls thereof (or center line of all interior walls separating the Premises from adjoining space) and from the floor slab of the Premises to the underside of the floor slab (or roof) above the Premises).

"Protected Area" means (i) the Common Elements within the areas identified on the Plans as the "Protected Area", (ii) the Common Elements immediately surrounding the Premises (e.g. exterior walls, roof, and foundation of the Premises), and (iii) Common Systems or Signs on which Tenant is entitled to presence pursuant to this Lease.

"Punch List Items" means a list of minor items that Tenant reasonably determines, based on Tenant's customary business practices, can be corrected or repaired after the Delivery Date without adverse effect on Tenant's construction or operations (as applicable). For clarity, Punch List Items do not include any items that (i) cause the Premises to not be weather-tight or not be physically secure, (ii) would interfere with, or cause a delay in, Tenant's schedule for completing the Tenant's Work, or (iii) or require that Landlord store any debris or construction materials in the Premises after the Delivery Date to complete or repair such items. If there is a good faith disagreement between Landlord and Tenant over whether an item is a Punch List Item (and in event, no item shall be deemed a Punch List Item if it would prevent Tenant from legally occupying the Premises to perform Tenant's Work, fixture and furnish the Premises), Landlord must correct such item as quickly as possible in the exercise of prompt, diligent and continuous efforts (in no event to exceed 14 days) after notification of Tenant's determination and, if Landlord does so, then such item shall be deemed to have been a Punch List Item.

"Redevelopment Area" means the area shown on the Plans.

"Rent" means, collectively, the Fixed Rent described in Article 3 and all other sums or charges due and payable to Landlord hereunder.

"Retail Office" means an office which provides services directly to consumers, including financial institutions, real estate, stock brokerage and title companies, travel and insurance agencies, and medical, dental and legal clinics, massage, salon and hair care.

"Retail Use" means (i) retail sales of goods, (ii) Retail Office, (iii) restaurants, and (iv) entertainment and fitness facility uses, if and to the extent not prohibited by this Lease. An operation which would otherwise qualify as a "Retail Use" shall not be excluded from qualifying for such a use solely because such operation also includes other incidental (i.e., less than the five percent (5%) of its Floor Area) services unrelated to the Retail Use. For avoidance of doubt, storage, office, administrative and other uses supporting retail use are not "unrelated" and constitute Retail Use.

"Sign" means any form of signage or other expression, including augmented, virtual, or

mixed reality images or displays, as well as pennants, pictures, notices, flags, seasonal decorations, writings, lettering, designs, or graphics.

"SNDA" means the subordination, non-disturbance and attornment agreement in the form on the attached Exhibit F.

"Substantial Completion" means completion of all of Landlord's Work other than any Punch List Items.

"Taxes" means all ad valorem real estate taxes and assessments that are due and payable with respect to the Property on and after the Rent Commencement Date through the end of the Term (for example, if taxes are wholly or partially payable in the year following the year in which they are assessed the term "Taxes" does not include taxes or special assessments that are payable on or after the Rent Commencement Date in connection with an assessment made in the year before the year in which the Rent Commencement Date occurs). "Taxes" do not include: (i) special assessments, impact fees and/or other charges, however characterized, levied before the Rent Commencement Date, (ii) taxes, assessments or charges, however characterized, including supplemental taxes, abatements, reassessments and deferments, applicable to periods before the Rent Commencement Date, (iii) deferred, catch-up ad valorem or roll-back taxes, (iv) minimum taxes that are due and payable in excess of Taxes that would have been assessed based upon the assessment practices of the applicable Governmental Authority generally applicable to all similar property, but that result from with an agreement or arrangement negotiated by Landlord, any affiliate of Landlord or any predecessor in interest to either of them, (v) tax assessment or charge levied against or measured by the Rent and/or other payments made by Tenant pursuant to this Lease, (vi) any penalties or interest resulting from any failure by Landlord to pay Taxes when due, (vii) any increased taxes as a result of the transfer of Landlord's interest in the Premises occurring more than once in any five (5) year period (or any other real property within which the Premises may be taxed), and (viii) any estate, inheritance, succession, capital levy, corporate franchise, occupancy, gross receipts, rental, transfer or income tax of Landlord. Such excluded amounts above are the responsibility of Landlord and shall be paid by Landlord when due.

"Tenant Delay" means any actual delay caused to Landlord (relative to the schedule to be attached to the Lease) by Tenant's failure to comply with the provisions of this Lease with respect to time periods for the design, designation of contractors or material suppliers, and procedural requirements such as inspections; provided however, that in no event shall a Tenant Delay ever include the exercise of any right or remedy by Tenant under this Lease. A Tenant Delay shall not occur until Landlord's having notified Tenant of such delay and Tenant's failure to cure such delay within five (5) business days thereafter; provided however, that no such notice and cure rights shall be applicable if any notice with respect to such matter was previously given to Tenant pursuant to any other provision of this Lease (e.g. if any matter was the subject of a notice given pursuant with Section 16.10 above).

"Tenantable Condition" means with all exterior walls, floors, roofs, doors and windows in place, and all building systems serving the Premises (e.g., electrical, plumbing, HVAC, and mechanical) in good working order.

"Tenant's Improvements" means all improvements (excluding Tenant's Property) that from time to time are placed, constructed or located upon the Premises or the Exclusive Areas by or for Tenant.

"Tenant's Property" means any personal property located at the Property that is owned or controlled by Tenant, whether or not attached to a building, such as merchandise, inventory, any items of movable machinery, trade fixtures, furniture, furnishings, counters, shelving, showcases, Signs or other personal property, and any Sign panels attached to the Building or any freestanding Sign within the Property.

"Tenant's Proportionate Share" means 17.74%. If there is a material change in the size of the Premises or the Property (due to remodel, casualty or other change), then Tenant's Proportionate Share is subject to equitable adjustment to be a fraction, the numerator of which is the number of square feet of Floor Area within the Premises and the denominator of which is the number square feet of Floor Area within the Property.

"Tenant's Systems" means systems exclusively serving the Premises, including (i) Utilities, (ii) any refrigeration, heating, ventilating and air conditioning system (including outside air ventilation systems, smoke exhaust systems and toilet exhaust systems), (iii) any emergency generator, panel and system for the Premises, (iv) the life safety systems of the Premises, (v) the sprinkler system of the Premises, (vi) telecommunications systems, including antennae, satellite and microwave dishes, (vii) conduits and chases between the Common Systems and closet up to the distribution panel or switching equipment within and exclusively serving the Premises, (viii) electronic shopping cart containment systems, and (ix) all other equipment, apparatus and installations exclusively servicing the Premises and Exclusive Areas that are necessary or convenient for the existence, maintenance or safe operation of the Premises.

"Tenant's Work" means any work done by Tenant and necessary to permit Tenant to conduct the Initially Intended Use in compliance with this Lease.

"Utilities" means utility lines, shafts, vents, conduits, ducts, cables, facilities, apparatus and related equipment that are necessary or convenient for the operation and use of Tenant's Systems and the Premises.

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## Exhibit A Legal Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Portchester, Town of Rye, and partly in the City Rye, County of Westchester and State of New York, enclosed by the following boundary lines:

BEGINNING at the point of intersection of the northeasterly line of Charles Street (not traveled or improved) with the southeasterly line of Boston Post Road as monumented per County filed map no. 12210 and 12211;

THENCE RUNNING the following three courses along the aforementioned southerly line of Boston Post Road;

North 24 degrees 05 minutes east, 116.47 feet;

North 33 degrees 18 minutes east, 99.30 feet;

North 58 degrees 02 minutes, east 97.30 feet to the southeasterly line of Boston Post Road as widened and monumented per County Clerk filed map no. 23912;

THENCE along said southeasterly line of Boston Post Road per map no. 23912, north 56 degrees 26 minutes 27 seconds east 153.29 feet;

North 47 degrees 11 minutes 43 seconds east 154.70 feet;

North 40 degrees 47 minutes 04 seconds east, 123.07 feet and north 31 degrees 46 minutes 24 seconds east, 119.88 feet (deed)(120.34 feet, survey) to a point;

THENCE south 52 degrees 10 minutes 30 seconds east a distance of 164.46 feet to a point;

THENCE north 38 degrees 03 minutes 30 seconds east, a distance of 220.81 feet to a point;

THENCE south 55 degrees 56 minutes 10 seconds, east a distance of 161.00 feet to a point;

THENCE north 39 degrees 28 minutes east, a distance of 611.40 feet to a point;

THENCE north 47 degrees 47 minutes west a distance of 149.80 feet to a point on the southerly line of Boston Post Road;

THENCE along the said southerly line of Boston Post Road, north 83 degrees 00 minutes 20 seconds east, 130.98 feet;

THENCE south 47 degrees 47 minutes east, a distance of 160.06 feet to a point;

THENCE south 39 degrees 28 minutes west a distance of 350.00 feet to a point;

THENCE south 50 degrees 28 minutes east a distance of 440.31 feet to a point;

THENCE south 32 degrees 08 minutes 08 seconds, west a distance of 1377.04 feet to a point;

THENCE south 41 degrees 00 minutes 10 seconds west a distance of 195.91 feet to a point;

THENCE south 41 degrees 09 minutes west a distance of 27.76 feet to a point;

THENCE north 10 degrees 39 minutes west a distance of 105.26 feet (deed)(North 11 degrees 13 minutes 00 seconds west 106.65 feet, survey) to a point;

THENCE north 24 degrees 43 minutes 49 seconds east, a distance of 28.11 feet to a point;

THENCE in a northwesterly direction along the arc of a radius of 478.87 feet bearing to the left, a distance of 148.62 feet (deed)(148.61 feet, survey) to a point;

THENCE north 50 degrees 34 minutes west a distance of 844.96 feet (deed)(858.70 feet, survey) to the point and place of BEGINNING.

## EXHIBIT B Plans

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## Demised area of lower level of Premises **Fedend** 944 444-0 EXHIBIT B- SITE PLAN Page 1 of 10 Manadiga d Notaliana ana amanda 7 Premises namamananarraananarraanananarraanananarraa

SCALE: 1/32" = 1'-0"



TESTER, NY TEASIBILITY PLAN LIPPER LEVEL

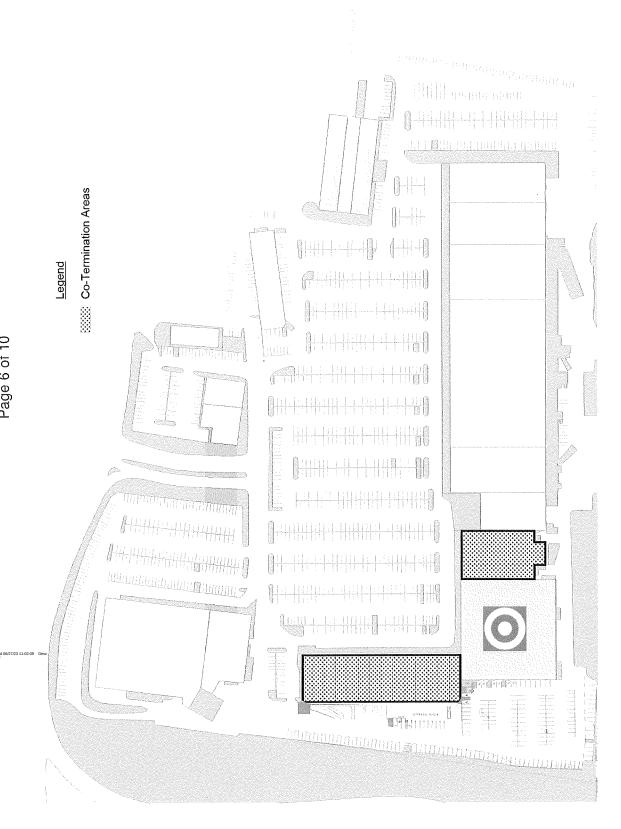


## Market Areas **Legend** EXHIBIT B- PROTECTED AREAS Page 4 of 10 h

## EXHIBIT B- REDEVELOPMENT AREAS Page 5 of 10

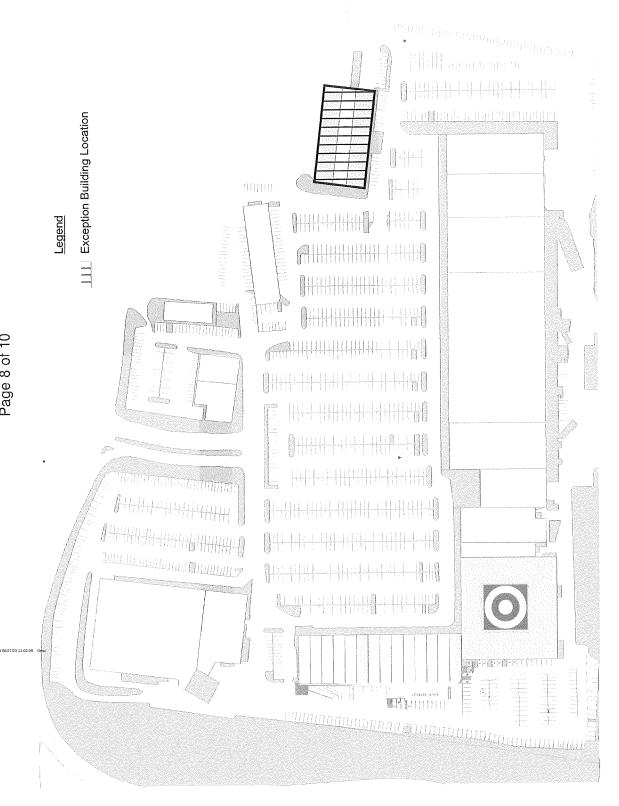
Redevelopment in this area will not exceed current leasable square footage. One (1) story max. NNN Redevelopment Areas **Legend** E THEFT <sub>jalininuu</sub>uumuuu suttaaantuuttineetintiitinink<sub>s</sub>

## EXHIBIT B- CO-TERMINATION AREAS

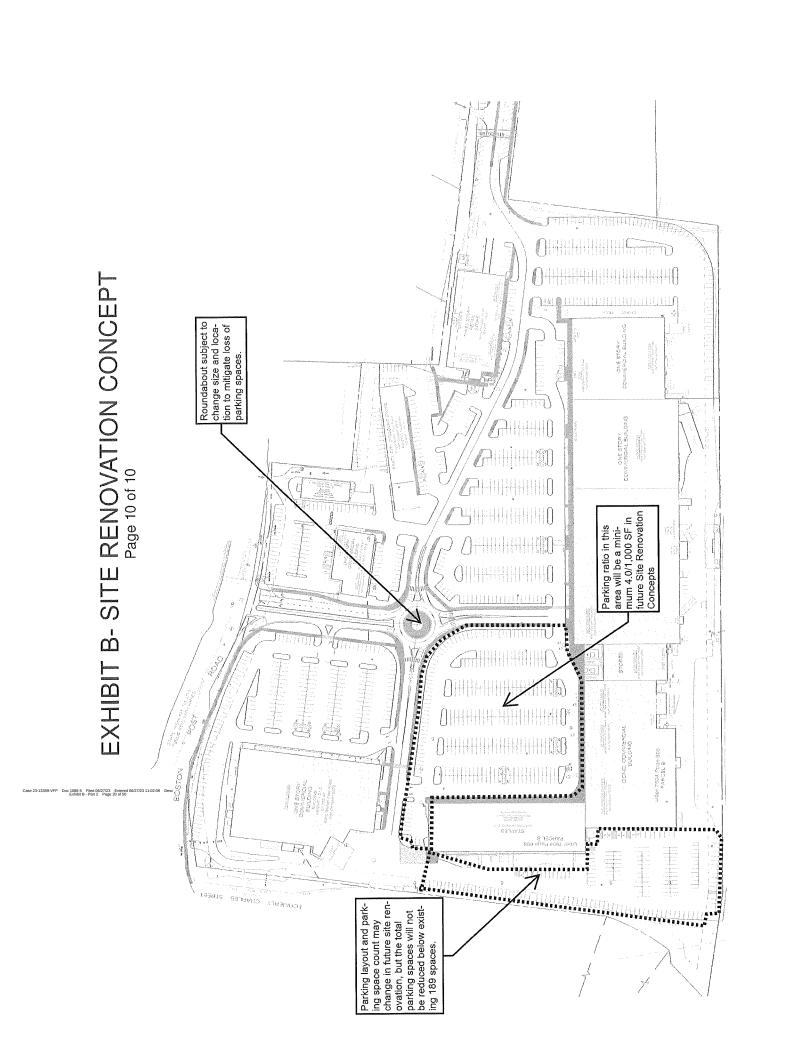


## Building Height Restriction Areas - These structures not to exceed current heights. EXHIBIT B- BUILDING HEIGHT RESTRICTIONS Page 7 of 10 0-11-11 **Legend**

# EXHIBIT B- EXCEPTION BUILDING LOCATION Page 8 of 10



## Order Pick Up/Drive Up (8 spaces). Tenant may elect to place eight (8) Order Pick Up spaces on either level but not on both levels. RVM Area (2 options) Cart Storage Locations (Typ. 5) Truck Dock Areas (Typ. 2) Tenants Trash Area Legend EXHIBIT B- EXCLUSIVE AREA Page 9 of 10 h É */* **∞** 7 entamonumphao suuramman kunnatiini



## EXHIBIT C

## **Delivery Specifications**

## **GENERAL NOTES:**

A.	This Exhibit is to be referenced in conjunction with plans and drawings [by,
	dated, 201][to be prepared by Landlord and subject to Landlord's and
	Tenant's approval] (the "Drawings"). Drawings are subject to change, as required, in
	response to Governmental Authorities' requirements. Any such changes are subject to
	Landlord's and Tenant's approval.

- B. All work must conform to governing codes including the applicable State Building Code. All work must be in full conformance with the ADA Accessibility Guidelines.
- C. All work must meet all structural standards. The maximum floor live load is 125 pounds per square foot. Stockroom structural/elevated floors must be capable of supporting large pallet rack concentrated loads and a 6,000 pound baler. Tenant will provide pallet rack and baler load specifications along with locations for landlord coordination as set forth on Exhibit A.
- **D.** At Delivery, the Premises must be in a tenantable condition (i.e., with all exterior walls, floors, roofs, doors and windows in place, and all building systems serving the Premises (e.g., electrical, plumbing, HVAC, and mechanical) in good working order. The Premises must be in broom-clean condition at Delivery.
- E. At Delivery, the Premises must be clear of prior tenant fixtures, furniture, and equipment, with prior tenant interior and exterior improvements demolished and removed back to exterior walls, roof, windows, floor, and slab above, all hazardous materials removed (including asbestos-containing materials and lead paint), and all building structure and systems repaired to a finished condition.

## LANDLORD MUST PROVIDE A BASIC BUILDING AND THE PREMISES COMPLETED TO THE EXTENT DEFINED BELOW:

## 1. PERMITS AND APPROVALS

Landlord must acquire permits and approvals and file for controlled inspections for all portions of the landlord work as defined in this Exhibit sufficient to allow Tenant to obtain a building permit to complete Tenant's Work. Landlord must also complete all its work required in such permits and approvals, and pass inspections, in a timely manner (including as set forth in the schedule attached as <u>Exhibit B</u>) to allow Tenant to occupy the Premises as required to complete Tenant's buildout as contemplated by this Lease.

## 2. EXTERIOR SIGNAGE

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Although Tenant must provide and install Tenant's exterior signage, Landlord will coordinate with Tenant and provide mounting provisions as required. Landlord must

provide empty conduit through exterior wall for Tenant's exterior signs, cooperate and approve Tenant provided necessary approvals to Governmental Authorities for Tenant's exterior signage permits as contemplated by the Exterior Building Signage Exhibit and Freestanding Signage Exhibit.

## 3. BUILDING SHELL

Landlord must provide a basic building containing the Premises in the location shown on the Plans including the following:

## 3.1 FLOORS AND SLAB CONSTRUCTION

Landlord must provide:

1. Existing floor slabs are a composite design per latest report by Valerio Associates, P.C. dated 10/24/19 (A copy was sent under separate cover on 11/22/19). All floor slabs can safely support a maximum live load of 125PSF.

## On the Delivery Date:

- (i) Existing floor slab to remain. The floor slab must be dry, free of all curing compounds, sealers, and hardeners, and have all cracks, holes, shaft, vertical transportation openings, and gaps repaired. Landlord will fill in cracks greater than ¼" in size. Anything else will be left in an "as-is" condition. At the lower level where existing raised pedestal system will be removed and slab differential is 12" approximately, Landlord will build up a new slab location to the highest point across the lower level. Includes use of rigid foam built up with concrete on top. All new floor slabs can safely support a maximum live load of 125PSF.
- (ii) Landlord will remove all finishes such as VCT, ceramic tile and any other finishes. Polished concrete floor will remain as is.

## 3.2 EXTERIOR WALLS

sse 23-13359-VFP Doc 1086-5 Filed 06/27/23 Entered 06/ Exhibit B - Part 2 Page 22 of 50 Landlord must provide insulated weather tight exterior walls and storefront(s), in the location(s) shown on the Plans. The exterior envelope must meet all applicable energy codes without relying on Tenant's Work or tenant improvements to satisfy code requirements.

## 3.3 STOREFRONT AND FACADE

and will provide (1) entry storefront with automatic sliding doors on the Lower Level and will rework Upper Level storefront to include an automatic entry door. Landlord must provide "Asa Abloy" or approved equal automatic sliding doors at these entrances. Interior vestibules and security grilles, if any, desired by Tenant will be provided and installed by Tenant. Landlord is responsible for the exterior upgrades which include metal panels and painting as outlined in Tenant rendering dated 08-07-2019. The storefronts (including signage depicted thereon) delivered by Landlord must be consistent with that depicted on the Exterior Building Signage Exhibit, subject to minor modifications required in

governmental approvals.

## 3.4 DEMISING WALLS

Demising walls are all existing to the space. Landlord to make sure these meet separation code requirements.

## 3.5 INTERIOR FINISHES

Any interior finishes desired by Tenant and not specifically detailed in this Exhibit will be done by Tenant, at Tenant's sole cost (subject to the Terms of the Lease Agreement).

## 3.6 EGRESS CORRIDORS AND STAIRS

All egress doors, door hardware, interior fire stair enclosures, and passageways are all existing. Any modifications will be handled by the Tenant.

## 3.7 CEILINGS

Unfinished--space must be exposed to the floor or roof structure above, but must be weathertight. The floor slab must permit the ability to attach hangers directly to the underside of structural floor assemblies, from which to suspend ceiling, mechanical, and electrical systems.

## 3.8 FIRE PROOFING

Landlord must provide initial spray fireproofing as required by applicable code.

## 3.9 ROOF

Landlord must provide a new roofing EPDM membrane system over rigid insulation board (or equivalent) to provide a waterproof and insulated enclosure, and in compliance with the applicable energy code. Landlord must provide to Tenant Landlord's roofer contact information on the Delivery Date.

## 3.10 SERVICE ACCESS

Landlord must provide a loading dock, and dedicated locations for a baler and compactor/dumpsters, located per the Plans, with any storm and sanitary drainage as required by local code. Service and freight access must be provided to Tenant directly from the street or loading areas as shown on the Plans. If the loading dock is recessed, Landlord must provide dock doors, bumpers, and dock levelers. If the loading dock is at a transfer to the loading dock is at the loading dock is

## 3.11 VERTICAL TRANSPORTATION

If the Premises (or any parking garage or parking deck that is a part of the Property) contain more than one level, Landlord must provide (2) ADA-compliant passenger elevators at least 7' by 9', 5,000 lbs capacity, with class C3 platforms and one service elevator at least 9' by 12' 8,000 lbs capacity with "clam shell" doors and class C3 platform, a pair of cart

conveyors and up/down escalators in the locations coordinated with the Tenant, or as otherwise agreed upon by Landlord and Tenant. Existing passenger elevator will remain and be renovated and upgraded to meet the above criteria. A brand new hoistway and new elevator will be added adjacent to existing hoistway which will total (2) elevators. Elevators, escalators and cart conveyors must be fully operational with final inspections and approvals allowing for the sole operation by Tenant on the Delivery Date. Landlord will protect all escalators, conveyors and elevators at its discretion due to sequencing and final approval by Department of Buildings during tenant's build out. Passenger elevator doors must have a minimum opening of 4'-6" wide. Tenant may install Tenant-branded elements within elevators, including signage. Landlord must provide stairs connecting the Premises to the stockroom, if stockroom is on a different level.

Landlord must install a travel cable in all Tenant elevators to provide power and conduit for cameras in the elevator cabs. Cameras will be provided by Tenant.

Landlord must install the vertical transportation so it aligns with the Tenant final floor elevation, once the flooring is installed. Landlord will provide glass rail at all escalator installations only per Tenant's specifications. The glass rails at the floor openings to be provided by tenant as part of their Tenant Improvements. The Department of Buildings will approve the full assembly of railings and escalators at that time.

In any case, all elevators and escalators must comply with the guidelines set forth in the vertical transportation specifications which are attached hereto as Exhibit C.

## 4. MEP/UTILITIES

## 4.1 HVAC

Landlord must provide a complete and operating HVAC system(s) of a type and location acceptable to Tenant capable of heating and cooling on the Delivery Date. The mechanical system, at a minimum, must meet applicable energy and ventilation codes upon review of Authority having jurisdiction. Landlord must provide exterior louvers if required for Tenant ventilation and exhaust air. Landlord will coordinate with Tenant on placement of the units and stub below roof deck 36" so that there are no obstructions for Tenant to connect ductwork to the units. The mechanical system must:

- (i) be capable of meeting summer set points of 74-degree F dry bulb/51-degrees F dew point at ASHRAE 0.4% ambient conditions and winter set point of 68-degree F dry bulb at ASHRAE 99.6% ambient conditions for the location;
- (ii) provide one ton of cooling capacity per 350 square feet of floor area of the Premises; and
- (iii) provide 50 BTUH of heating capacity per square foot of floor area of the Premises.
- (iv) HVAC units must contain Building Automation Control network (BACnet) integration.
- (v) Acceptable manufacturers are York, Carrier, Lennox, and Daikin/McQuay. Landlord must coordinate equipment options and selection with Tenant.
- (vi) Roof top unit curbs must be furnished with ½" diameter burglar bars 8"oc each way in the return side.

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- (vii) Landlord must coordinate HVAC system zoning with Tenant (Includes one digital thermostat per unit wired to electrical panel with breaker). Landlord will leave thermostat with excess cabling coiled at nearest structural column for final location and distribution by tenant
- (viii) Provide smoke purge units, controls, commissioning, power, etc. if required by Governmental Requirements.

Tenant will provide any branch distribution ductwork and diffusers desired by Tenant in Tenant's Work. Before installing the HVAC system(s), Landlord must send the design calculations to Tenant to confirm that the HVAC system(s) meet the requirements above.

Upon completion of HVAC systems(s) installation, Landlord must have a qualified technician perform the following startup checks, and provide Tenant's Project Manager with completed manufacturer pre-startup checklist(s) and factory startup form(s) for each piece of HVAC equipment. The startup check must include checking the compressor, electrical, supply fan, filters (including filter sizes and quantity), refrigerant circuits, condenser, heating, and controls. The completed startup check form must include startup technician contact information, equipment make/model/serial numbers, air temperature conditions.

## 4.2 GAS SERVICE

Landlord must provide gas line and meter to the perimeter of Premises, in a location convenient to continuing service to the rest of the Premises, if required by Tenant. Gas line must be routed to all HVAC units within the Tenant Mechanical area. Gas line will be stubbed in at a reasonable location for dehumidification unit provided by tenant. Landlord will coordinate final location with tenant.

## 4.3 WATER/DOMESTIC

Landlord must provide a separate 2 inch cold water line and submeter into the Premises, in a location convenient to continuing service to the rest of the Premises, or otherwise as agreed upon by Landlord and Tenant. Existing service was tested at 88GPM at 60PSI.

## 4.4 SANITARY/STORM SEWER

Landlord must provide multiple sanitary waste and vent capped outlets stubbed to the Premises, at a location shown on the Plans, Drawings, or otherwise as agreed upon by Landlord and Tenant. Sanitary invert elevation(s) must be able to drain entire Premises by gravity drainage. Landlord must provide video (taken after the Effective Date) to Tenant showing clear sanitary sewer piping conditions to the main city sewer connection at Delivery. Landlord must provide complete and operational storm sewer drainage system for the Building.

## 4.5 ELECTRICAL

Landlord must provide empty conduit with pull string from Building electrical room stubbed into Premises, in a location convenient to continuing service to the rest of the Premises. The service to the Premises will be sized as shown in the table below at either 208/120V 3ph or 480/277V 3ph. This allowance does not include power for vertical transportation. The power required for Vertical Transportation must be sized based the demand load of the vertical transportation equipment, and added to the service sizes listed on the table below. All vertical transportation will be on Tenant's meter. The Premises must be sub-metered. All electrical work distribution within the Premises will be by Tenant.

At Delivery, Landlord must provide electrical plans, including a layout of the equipment and a one-line diagram. The one-line diagram must indicate size of service, available fault current of service, manufacturer of equipment, and number of spare devices and spaces available for connection of the Tenant's remaining equipment. There is an existing electrical room that serves this space. Existing service is 2000A 480V 3ph

	Up to 24k ft. sq.		36k to 48k ft. sq.		58k + ft. sq.
208V	1200	1600	2000	2500	3000
3ph	Amps	Amps	Amps	Amps	Amps
480V	600	800	1000	1200	1600
3ph	Amps	Amps	Amps	Amps	Amps

## 4.6 PENETRATIONS

Any penetrations into other tenant spaces or Common Elements must be approved by Landlord per the Lease. Any penetrations into the Premises must be approved by Tenant per the Lease. All penetrations must meet local codes.

## 4.7 REFRIGERATION

Landlord must provide a location for the outdoor refrigeration equipment in the Tenant Mechanical area or another location acceptable to Tenant. Landlord will provide a level platform/dunnage which will include all steel support components as required, no more than 3' off the roof. If the Premises is over 35,000 square feet the refrigeration equipment will be 10' x 35' and 11,000 lbs. and will require an operational clear area of 15' x 40'.

A 2'x 2' clear opening chase from the refrigeration equipment on the roof into the Premises must be provided. There must be a location for 3-4 small condensing units to serve Tenant areas each taking up approximately a 6'x6' area on the roof. Coordination of project specific refrigeration equipment and locations will be required in design review.

## cc 1086-5 Filed 0807273 Entered 0807273 11:02:09 DEFE SAFETY

## 5.1 WATER/FIRE PROTECTION

Landlord must provide base building sprinkler service including Fire Department connection, alarm valve back-flow protection, and standpipe in each stair. Existing base building sprinkler service is 1,450GPM at 80PSI. Landlord must provide typical floor loop within the Premises with upturned heads as required by code. Distribution is by Tenant.

Landlord must provide site hydrant fire flow information, including static/residual water pressure, along with water flow rate, during design review.

## 5.2 FIRE ALARM

Landlord must provide base building fire alarm system including a Fire Command Station with detection and annunciation devices in Tenant core areas and stair entries. Landlord's fire alarm panel must provide enough spare point capacity for Tenant to connect into base fire alarm system.

## 6.0 DATA/SECURITY

## 6.1 TELEPHONE

Landlord must provide (1) 4" empty conduit with nylon pull wire from the base building telephone service room to the Premises, in a location convenient to continuing service to the rest of the Premises. The base building telephone room must provide service requirements for Tenant and serve as the demarcation room for the Property. Any service billing desired by Tenant will be set up by Tenant. Tenant may install a small cellular antenna on roof or exterior face of building, if desired, at Tenant's sole cost and approval by Landlord.

## 6.2 CABLE

Landlord must provide cable service from the base building cable service room to the Premises, in a location convenient to continuing service to the rest of the Premises.

## 6.3 SECURITY

Until Delivery, security within the Premises is the sole responsibility of Landlord.

## 6.4 SECURITY CAMERAS

After Delivery, Tenant may elect to install security cameras (CCTV) in the following locations: (i) above each public store entry, (ii) above the Premises' receiving door entry, (iii) above the Premises' employee entry (if separate), (iv) to the extent controlled exclusively by Tenant, within any interior parking and lobby areas, and (v) if the Premises is at grade with a parking field in front of it, on the roof of the Building in enough locations so that the entire parking field in front of the Premises will be within the site lines of the cameras. Tenant will supply and install any desired security camera systems, at Tenant's sole cost. Landlord has final review of exterior locations.

## 6.5° SATELLITE DISH AND LTE ANTENNA

Landlord must make available roof space for Tenant's satellite dish as provided in the Lease, and provide a conduit for cable to run to the roof/location of the dish.

Landlord must make available roof space for Tenant's cellular LTE antenna within the Tenant Mechanical area. If LTE antenna cannot be located within 160' of Tenant's Control

Room, Landlord will allow such antenna to be mounted on the exterior wall in a mutually agreed upon location.

## 7.0 SITE IMPROVEMENTS

Landlord must install (i) perimeter sidewalks, street curbs, street trees, landscaping, light poles around the building, exterior bike racks near Tenant's main entry(ies), and any signage required by Governmental Requirements (including signage for any loading zones), and (ii) specialty exterior building lighting, energized from base building electrical panels. Landlord will allow Tenant to install a reasonable number of cart corrals in the location(s) to be approved by Landlord.

## 8.0 PARKING

Landlord must provide parking area(s) shown on the Plans, including high speed access doors/gates, lot striping, lot repairs if existing condition, lighting, ventilation, parking controls, and wayfinding signage. Landlord and Tenant will coordinate signage design and locations leading to the Premises and designating Tenant's parking areas.

## 9.0 ENVIRONMENTAL SITE ASSESSMENT

Landlord must provide, at Landlord's sole cost, a Phase I Environmental Site Assessment ("Phase I") covering the Premises based on the most recent version of ASTM International E1527 Standard Practice for Environmental Site Assessments and otherwise in such a form and substance so that Tenant may rely on such Phase I. If the Phase I was completed more than one hundred (180) days before the Delivery Date, an updated Phase I must also be provided at Landlord's sole cost. If a "potential vapor encroachment condition" (as defined by ASTM International) is identified in the Phase I (or any updated Phase I), then, on or before the Delivery Date, Landlord will also be responsible, at Landlord's sole cost, for (i) ensuring (including the performance of all necessary remediation or mitigation) that indoor air conditions of the Premises are in compliance with the applicable federal/state indoor air commercial occupation standards, and (ii) delivering evidence, satisfactory to Tenant, of such compliance set forth in (i).

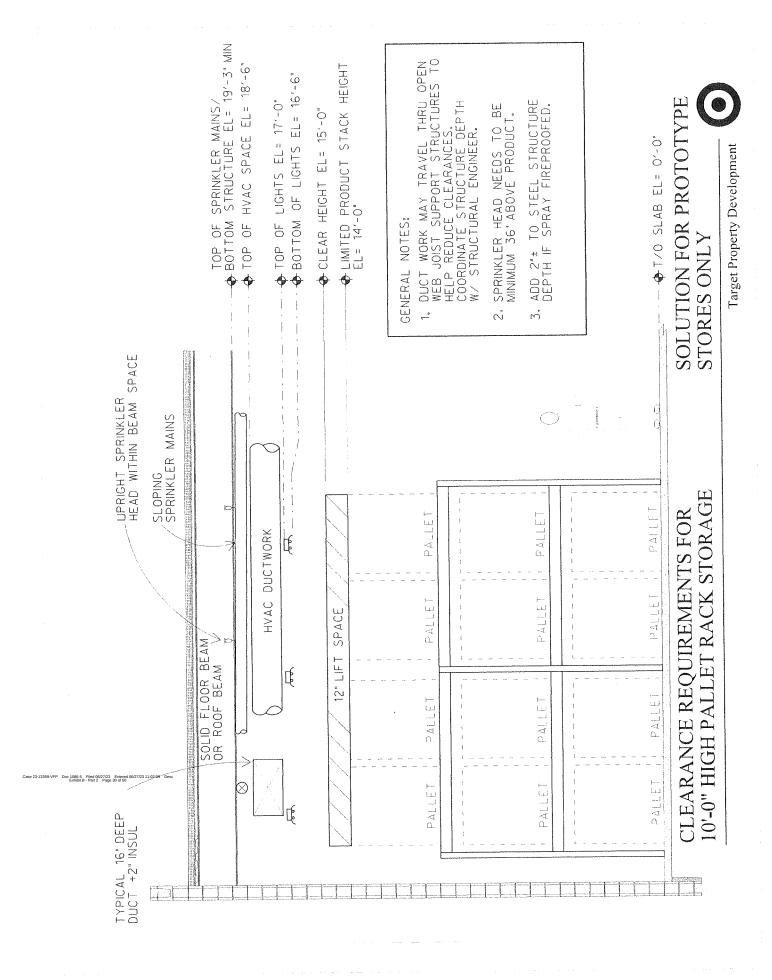
## 10.0 STAGING

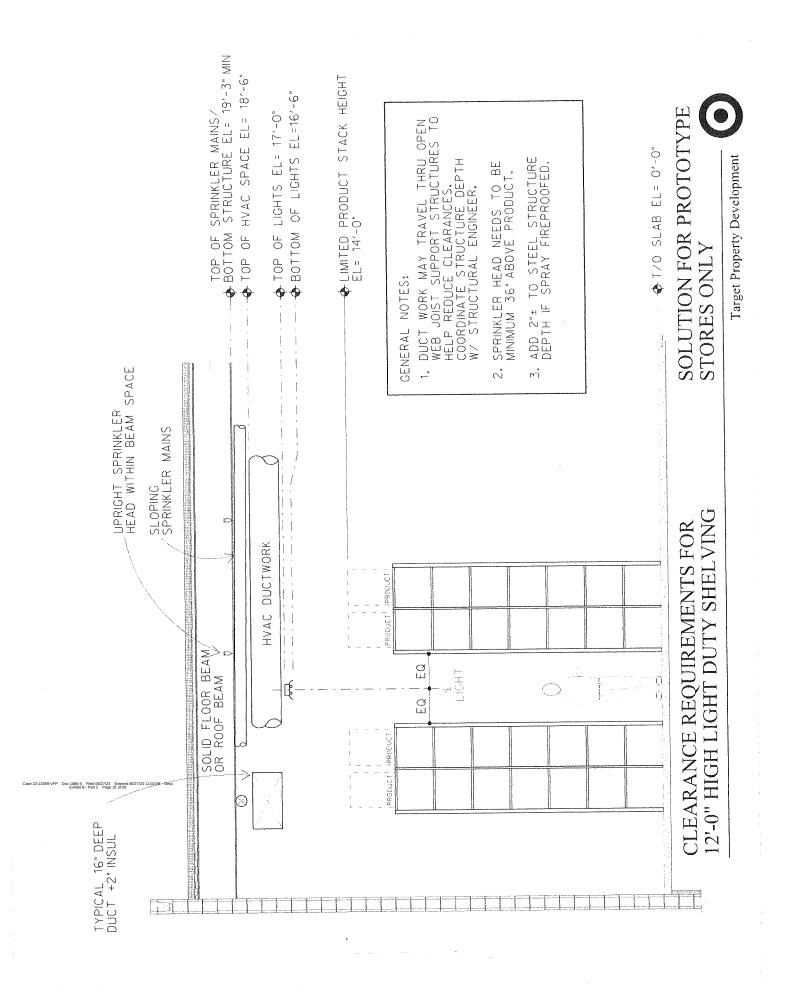
Landlord must provide an area adjacent to the Premises (in the parking area designated by Landlord) that is at least 40' by 40' for the purpose of creating a construction staging area, installing temporary utility lines, and storing, staging, and transporting construction equipment and materials over and across such areas in connection with Tenant's Work, all in accordance with good construction practice. Tenant may use the staging area until the Rent Commencement Date.

## Exhibit A

Small Format Stockroom Loading Guide

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## Exhibit B

**Gantt Schedule of Landlord's Work** 

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Target Port Chester Preliminary Landlord Schedule Thu 4/2/20

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		Duration Start	Start Finish Predecessors	Feb '20 Mar '20	Feb '2d Mar '2d Apr '2d May '2d Jun '2d Jul '20   Aug' '2d Sep '2d Oct '20 Nov '2d Dec '20 Jan '21   Feb '21 Mar '21 Apr '21 May '21 Jun '21 Jul '22 Jul '21 J
-	Standard Process	325 day	325 days Mon 3/16/2(Tue 6/22/21		Orango a Toresso
7	Lease Approval	0 days	Mon 4/27/2C Mon 4/27/20		4/27 ♦ Lease Approval
m	Design	55 days	55 days Mon 3/16/2( Mon 6/1/20	Ĺ	
4	Develop and Finalize Landlord Design	25 days	Mon 3/16/2C Fri 4/17/20 2FS-30 days		Develop and Finalize Landlord Design
2	Issue Backgrounds for MEP Engineering	0 days	Fri 4/17/20 Fri 4/17/20 4	4/1	4/17 ♦ Issue Backgrounds for MEP Engineering
9	MEP Engineering	20 days	Mon 4/20/2CFri 5/15/20 5		MEP Engineering
7	Architectural Final Coordination from MEP Engineering	5 days	Mon 5/18/2C Fri 5/22/20 6		Architectural Final Coordination from MEP Engineering
00	All consultants revise drawings as required	5 days	Tue 5/26/20 Mon 6/1/20 7		All consultants revise drawings as required
6	Issue Permit / Bid Drawings	0 days	Mon 6/1/20 Mon 6/1/20 8		6/1 ◆ Issue Permit / Bid Drawings
10	Pricing and Award	20 days	20 days Tue 6/2/20 Mon 6/29/20		Pricing and Award
П	Pricing of Permit Drawings	15 days	15 days Tue 6/2/20 Mon 6/22/20 9		Pricing of Permit Drawings
12	Landlord Review of Pricing	5 days	Tue 6/23/20 Mon 6/29/20 11		■ Landlord Review of Pricing
13	Permit	90 days	: Mon 6/1/20 Wed 10/7/20		Permit
14	Self Certification Application	0 days	Mon 6/1/20 Mon 6/1/20 9		6/1 ◆ Self Certification Application
15	Permit Processing	90 days	90 days Tue 6/2/20 Wed 10/7/20 14		Permit Processing
16	Permit Issued	0 days	0 days Wed 10/7/2CWed 10/7/20 15		10/7 ♦ Permit Issued
17	Preconstruction	170 day	170 days Tue 6/2/20 Tue 2/2/21		Preconstruction
18	Contractor Notice to proceed	0 days	Mon 6/29/2C Mon 6/29/20 12		6/29 ◆ Contractor Notice to proceed
13	Construction Kick-Off Meeting	0 days	0 days Tue 7/7/20 Tue 7/7/20 18FS+5 days		7/7 ◆ Construction Kick-Off Meeting
20	Issue For Construction Set	40 days	40 days Tue 6/2/20 Tue 7/28/20 9		Issue For Construction Set
21	Order Materials and Long Lead Items	170 day	170 days Tue 6/2/20 Tue 2/2/21		Order Materials and Long Lead Items
22	Vertical Transportation Submittals & Approvals	50 days	50 days Tue 6/2/20 Tue 8/11/20 9		Vertical Transportation Submittals & Approvals
23	Submittals	40 days	40 days Tue 6/30/20 Tue 8/25/20 18		Submittals
24	Order Long Leads (Escalators and Elevators)	120 day	120 days Wed 8/12/2CTue 2/2/21 22		Order Long Leads (Escalators and Elevators)
25	Construction	175 day	175 days Wed 10/14/:Tue 6/22/21		Construction
26	Mobilize	0 days	0 days Wed 10/14/2 Wed 10/14/2C16FS+5 days		10/14 ♦ Mobilize
27	Construction	142 day	142 days Thu 10/15/2(Thu 5/6/21 26		Construction
28	Punch List Walk	3 days	Fri 5/7/21 Tue 5/11/21 27		# Punch List Walk

Page 1

30 days Wed 5/12/21Tue 6/22/21 29

Landlord Substantial Completion

Punch List Walk Sign off with Tenant Punch list Corrections

Fri 5/7/21 Tue 5/11/21 27

Tue 5/11/21 Tue 5/11/21 28

Tue 5/11/21 Tue 5/11/21 29

3 days 0 days 0 days

5/11 Sign off with Tenant

## Exhibit C

Vertical Transportation Specifications

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## SECTION 14 2423 HYDRAULIC PASSENGER ELEVATORS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes: Hydraulic Borehole/Holeless Passenger Elevators as follows.
  - 1. Elevator: indicated on Drawings as (ELEV-X).

## 1.2 RELATED ITEMS

- A. Section 03 3000 Cast-in-Place Concrete; for setting sleeves, inserts, and anchoring devices in concrete.
- B. Section 04 2000 Unit Masonry; for setting sleeves, inserts, and anchoring devices in masonry for fastening guide-rail brackets and for grouting elevator entrance frames installed in masonry walls.
- C. Section 05 1210 Structural Steel Framing Fabrication for the following:
  - 1. Attachment plates, angle brackets, and other auxiliary support steel.
  - 2. Divider beams.
- D. Section 05 5000 Metal Fabrications for the following:
  - 1. Miscellaneous attachment plates and angle brackets.
  - 2. Pit ladders.
- E. Section 08 7100 Hardware; for removable core cylinders provided for key switches.
- F. Section 09 2116 Gypsum Board; for enclosures of and finishes applied to exterior of hydraulic passenger elevators.
- G. Section 09 6500 Resilient Flooring; for finish flooring in elevator cars.
- H. Section 14 2423 Hydraulic Passenger Elevators
- 1. Division 21 Fire Suppression for coordination of fire protection systems with elevator requirements.
- J. Division 22 Plumbing for coordination of required sumps and sump holes in elevator pits.
- K. Division 23 for coordination of mechanical ventilation requirements in elevator machine rooms and hoistways as required.
- L. Sections 26 2816 and 26 2817 Disconnect Switches and Disconnect Switch Installation. All electrical requirements to comply with NEC, ASME 17.1 requirements
- M. Section 27 0528 Telephone Raceway System; for telephone service to elevators.
- N. Refer to Section 28 3100 for smoke detectors in elevator lobbies to initiate emergency recall operation and heat detectors in shafts and machine rooms to disconnect power from elevator equipment before sprinkler activation and for connection to elevator controllers.

## 1.3 DEFINITIONS

- A. Definitions in A17.1/CSA B44 apply to work of this Section.
- The control of the co
  - C. **Hydraulic Borehole**: A hydraulic elevator where a piston is used for raising and lowering the elevator cab is located below the elevator pit, housed in a cylinder drilled (bored) into the ground.

## D. Hydraulic Elevator Types:

- 1. Hydraulic Holeless Types:
  - a. Single Stage Telescopic.
  - b. Two Stage Telescopic.
  - c. Three Stage Telescopic.

- d. Hybrid (Cable/Telescopic).
- 2. Hydraulic Borehole Type
- 3. No Other Hydraulic Type Substitutions.
- E. **Defective Elevator Work**: Operation or control system failures; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; the need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.

## 1.4 REFERENCES

- A. American Society for Testing of Materials, (ASTM):
  - 1. ASTM A 240: Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
  - 2. ASTM A 276: Specification for Stainless Steel Bars and Shapes.
  - 3. ASTM A 554: Specification for Welded Stainless Steel Mechanical Tubing.
  - 4. ASTM A 1008: Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
  - 5. ASTM A 1011: Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
  - 6. ASTM B 151, Specification for Copper-Nickel-Zinc Alloy (Nickel Silver) and Copper-Nickel Rod and Bar".
  - 7. ASTM B 221: Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
  - 8. ASTM C 1102: Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
  - 9. ASTM D 1785, "Specification for Poly Vinyl Chloride, (PVC) Plastic Pipe, Schedules 40, 80, 120".
  - 10. ASTM D 2466, "Specification for Poly Vinyl Chloride, (PVC) Plastic Pipe Fittings, Schedule 40".
  - 11. ASTM D 2564, "Specification for Solvent Cements for Poly Vinyl Chloride, (PVC) Plastic Piping Systems".
  - 12. ASTM E 84, "Test Method for Surface Burning Characteristics of Building Materials".
- B. American Society of Mechanical Engineers, (ASME):
  - 1. ASME A17.1, "Safety Code for Elevators and Escalators". Prevailing Adopted Version with supplements.
  - 2. ASME 17.2 Inspectors Manuals.
  - 3. ASME 17.5 Electrical Requirements.
- C. National Electrical Manufacturers Association, (NEMA):
  - 1. NEMA LD 3, "High Pressure Decorative Laminates".
- D. National Fire Protection Agency, (NFPA):
  - 1. NFPA 70, National Electrical Code.
  - 2. NFPA 80. Fire Doors and Fire Windows.
  - 3. NFPA 252: Fire Tests of Door Assemblies
- E. Underwriters Laboratories, Inc., (UL):
  - 1. UL 10B: Fire Tests of Door Assemblies.
- F. U.S. Architectural & Transportation Barriers Compliance Board:
  - 1. Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG), with amendments.

## 1.5 SUBMITTALS

- A. **Product Data**: Include capacities, sizes, performances, operations, safety features, finishes, and similar to the capacities and similar to the capacities and similar to the capacities and the capacities and the capacities and the capacities and the capacities are capacities and the capacities and the capacities are capacities are capacities are capacities and the capacities are capacities are
  - 1. Car enclosures and hoistway entrances.
  - 2. Operation, control, and signal systems.
  - 3. Machine room layouts.
  - B. Shop Drawings: Show plans, elevations, sections, and large-scale details indicating service at each landing, elevator car elevations, car control panel, machine room layout, coordination with building structure, relationships with other construction, and locations of equipment and signals. Indicate variations from specified requirements, maximum dynamic and static loads imposed on building structure at points of support, and maximum and average power demands.

1. Provide electrical, structural, and mechanical data including BTU output.

2. Any discrepancy with the sizes or dimensions of elevator platforms, hoistways or associated appurtenances must be identified and noted on Shop Drawings and resolved before proceeding.

- 3. Shop Drawings Submittal Process: Submit shop drawings for all Vertical Transportation components for Project together in one package including all elevators and controls as applicable.
  - a. Manufacturer:
    - 1) Manufacturer shall provide Vertical Transportation Shop Drawings. They shall meet Code and project specific requirements from the Contract Documents. Drawings not prepared and signed by manufacturer will be returned as unacceptable.
      - (a) Manufacturer shall assign a Project Number or Name referencing this specific project. Indicate Number or Name on Shop Drawings. All drawings or each submittal must use the Elevator complex number, location and job number.
      - (b) Copies: Submit electronic copies as a PDF. Manufacturer shall send Shop Drawings to Project General Contractor (GC) for review and approval.
  - b. General Contractor:
    - General Contractor shall scan or present the signed copy for their files and submit the original signed printed copy or electronic version, with corrections noted from GC, VT Consultant, Architect, and Engineers to Manufacturer for corrective action as necessary. Refer to Section 01 3300 – Submittal Procedures for definitions of corrective actions.
    - 2) Resubmit corrected Shop Drawings to Architect of Record and VT Consultant as applicable
    - 3) If no corrective action was required, notify Manufacturer of approval for fabrication.
    - 4) General Contractor shall review, stamp and sign Shop Drawings for all Vertical Transportation components.
    - 5) General Contractor shall retain an electronic copy and submit (1) electronic signed copy through the submittal process to the Architect, Target Project Manager (Target PM) and Owner's Vertical Transportation Consultant (VT Consultant) for review and approval. Identify Project name and number on transmittal.
  - c. Target's Vertical Transportation Consultant (VT Consultant):
    - 1) HKA Elevator Consulting, 23211 South Pointe Drive, Laguna Hills, CA, Phone 949-348-9711.
    - 2) VT Consultant shall review, stamp and sign Shop Drawings for all Vertical Transportation components.
    - 3) VT Consultant shall scan the signed printed copy for their files and submit the stamped signed electronic copy to the Project's Architect of Record for review and approval. Identify Project name and elevator number and location on transmittal.
  - d. Architect of Record:
    - 1) Architect of Record shall review, stamp and sign Shop Drawings for all Vertical Transportation components.
    - 2) Architect will distribute a copy of their reviewed Shop Drawings to the project engineers (Structural, Mechanical, and Electrical), for review. Architect will receive the engineer reviewed copies and will compile all review comments to the Architectural reviewed Shop Drawings (this document then becomes the "original signed printed copy").
    - 3) Architect of Record to photo copy the compiled signed printed copy for Architect's file and forward the original signed printed copy to General Contractor.
- C. **Maintenance Manuals**: Provide written information necessary for proper maintenance and adjustment of the equipment prior to final acceptance.
- 1. Straight-line wiring diagram of as-installed elevator circuits with index of location and function of components. Provide three neatly bound final corrected sets within 30 days after job acceptance for the Owner's file. One copy to be left in the machine room displayed in a plastic holder, neatly bound.
  - a. Provide additional copy in electronic format to Target PM who will provide copies to Target Property Development, Vertical Transportation Lead Program Manager.
  - 2. Lubricating instructions, including recommended grade of lubricants. Provide three bound copies.
  - 3. Parts catalogs for replaceable parts including ordering forms and instructions. Provide three bound copies.
  - 4. Three sets of instruction manuals and equipment catalogs.
  - 5. MSDS sheets for the hydraulic oil and solvents inserted into a plastic insert mounted on the tank unit for quick reference.
  - 6. One set of approved shop drawings shall be placed in the elevator machine room.

- 7. One complete construction manual of all drawings, literature of all equipment shall be provided and left in the machine room.
- D. **Keys**: Ten (10) sets of each key for each key switch. Including but not limited to the service panel, inspection, fan, light. All keys to be properly tagged. Provide plastic tags or brass key tags, paper tags are not allowed.
- E. Fire Box:
  - 1. **Main Elevator Lobby Fire Box**: Provide an emergency fire box and mount in main elevator lobby. Within the fire box provide the tagged keys noted above designated to be at said location.
  - 2. **Machine Room Fire Box**: Provide an emergency fire box and mount in the machine room. Within the fire box provide the tagged keys noted above designated to be at said location.
- F. Certificates and Permits: Provide Owner with inspection and acceptance certificates and operating permits as required by authorities having jurisdiction for normal, unrestricted use of elevators.

#### 1.6 QUALITY ASSURANCE

- A. **Installer Qualifications**: Elevator manufacturer or an experienced installer approved by elevator manufacturer who has completed elevator installations similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Regulatory Requirements:
  - 1. ASME A17.1, "Safety Code for Elevators and Escalators." Latest Adopted Version in the Jurisdiction.
  - 2. NFPA 70 National Electrical Code.
  - 3. NFPA 80 Fire Doors and Windows.
  - 4. Other applicable regulatory requirements pertaining to elevators and escalators.
  - 5. Accessibility Requirements: In addition to local governing regulations, comply with Section 4.10 in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines (ADAAG)."
- C. **Fire Rated Entrance Assemblies**: Opening protective assemblies including frames, hardware and operation to comply with ASTM E 152, UL 10B and NFPA 80. Provide entrance assembly units bearing UL Class B labels.
- D. Seismic Requirements (As Required)
  - 1. Seismic Risk Zone: Project is located in Zone [0 or 1] [2] [3 or greater].
  - 2. BOCA/SBC Seismic Performance Category ["B"], ["C"] and ["D"].
  - 3. IBC Seismic Design Category ["C"], ["D"], ["E"] and ["F"].
  - 4. Elevator System to withstand effects of earthquake motions determined according to ASCE/SEI 7.
  - 5. Comply with elevator safety requirements for seismic risk Zone 2 or greater in ASME A17.1/CSA B44.
  - 6. Provide Earthquake equipment required by ASME A17.1/CSA B44.
- E. **Inspection and Testing**: Elevator Contractor (VT Contractor) to obtain and pay for all required inspections, tests, permits and fees for elevator installation.
- F. Flood Plain Requirements (As Required): Elevator Installer to identify and comply with additional requirements when the project site is located in an established flood plain.

# 1.7 PRE-INSTALLATION MEETING (PRE-CONSTRUCTION PHASE)

- A. **Pre-installation Meeting**: Conduct a Pre-installation Meeting at Project Site to review Vertical Transportation delivery and installation procedures.
  - Meeting Attendance: Require attendance in meeting of GC, Target On-Site Representative (Target OSR), VT Consultant (via telephone or in person depending on the project), VT Contractor's Superintendent, Mechanical and Electrical contractors and other party's directly affecting work of this Section.
  - 2. Schedule: Coordinate Date and Time for Pre-installation Meeting with Target PM and GC.
  - 3. Pre-installation Meeting Agenda: Review the following.
    - a. VT Consultants role in vertical transportation submittal review for Target brand compliance, inspection and punch list preparation.
    - b. Project drawings and specifications for application of vertical transportation systems.
    - c. Project Shop Drawing submittal requirements, completeness of submittals, approvals, and routing.
    - d. Coordination of submittals with work of other trades to assure necessary building infrastructure is available and properly prepared for vertical transportation installation.

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- e. Applicable local code requirements for vertical transportation systems that were researched by the General Contractor.
- f. Production requirements for timely, operational completion of vertical transportation systems for use in store fixture delivery, including size of crew, number of qualified mechanics and capabilities to respond to requirements of construction schedule.
- g. Proposed installation procedures with vertical transportation installer and other affected trades.
- h. Delivery of vertical transportation components, access to installation locations and specific Project conditions.
- i. Required inspections and quality expectations for vertical transportation components.
- j. Forecasted weather conditions during delivery and installation periods and measures to be taken in the event of adverse conditions.
- k. Discuss vertical transportation pre-inspection preparation, turnover inspection, and Authority having Jurisdiction- (AHJ) inspection.
- 1. Review punch list preparation at turnover, and final inspection Review final inspections, testing and turnover of vertical transportation units and the associated coordination and interface with alarm and monitoring systems, emergency communication and final integration into Alert One System.
- m. Other issues that require discussion and coordination for timely completion of vertical transportation installation.
- 4. **Pre-installation Meeting Minutes**: GC to record in writing, minutes of meeting which will include items discussed decisions or agreements made, and identification of unresolved issues. GC will distribute meeting minutes within 5 working days of meeting date to all attending parties.

## 1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle materials, components, and equipment in manufacturer's protective packaging.
- B. Store materials, components, and equipment off of ground, under cover, and in a dry location. Handle according to manufacturer's written recommendations to prevent damage, deterioration, or soiling.
- C. The GC may require the material to be moved at least once so coordination is important to minimize relocation.

## 1.9 TEMPORARY USE, PROTECTION AND CLEAN UP

- A. **Temporary Use:** VT Contractor shall allow temporary use of passenger elevators by GC during construction period.
  - 1. Temporary use shall be limited to personnel travel only and limited material or store fixture delivery and shall commence at passenger elevator turn over as defined in Project Schedule paragraph 1.11.
  - 2. Temporary use shall be limited to GC's authorized construction team personnel only.
  - 3. GC and VT Vendor shall meet all fire protection and emergency communication regulations per AHJ for the purposed of temporary construction use of passenger elevators.
  - 4. VT Vendor shall acquire temporary use permit as required and regulated by AHJ.
  - 5. **Protection**: GC shall provide protection to passenger elevators upon commencement of temporary use by GC as agreed upon with Target OSR and PM.
  - GC shall instruct all personnel using passenger elevators to avoid abusive treatment of elevator equipment, elevator doors and call buttons.
- B. VT Clean Up by GC: Clean up by GC shall occur 1 week prior to Construction Complete Date as outlined in the project schedule. GC shall clean passenger elevators as follows:
  - 1. Removal of all temporary protection
  - 2. Any damage during temporary use period is the responsibility of the GC to repair.
- C. VT Clean Up by VT Vendor: VT Contractor shall clean passenger elevators as follows:
  - 1. Removal of piston socks if used from hydraulic jack heads.
  - 2. Car top shall be vacuumed clean.
  - 3. Elevator pits shall be swept and vacuumed clean.
  - 4. All oil residues shall be removed from all elevator equipment surfaces within elevator hoist way and elevator machine room including car enclosure, doors, elevator pit, pit ladder, hydraulic piping, traveling cables, and related ancillary equipment. Usage of absorbent materials may be used to make surfaces residue free.

- 5. Elevator pit shall be swept clean.
- 6. Elevator guide rails shall be cleaned of all accumulated dirt and dust.
- 7. All elevator equipment shall be restored to like new condition prior to final Store turnover for public use.

#### 1.10 COORDINATION

- A. Coordinate installation of sleeves, block outs, inserts and items that are embedded in concrete or masonry for elevator equipment. Furnish inserts, templates and installation instructions and deliver to Project site in time for installation.
- B. Coordinate locations and dimensions of other work relating to elevators including pit ladders, sumps, and floor drains in pits; entrance subsills; mechanical ventilation; and electrical service, electrical outlets, lights, and switches in pits and machine rooms.

#### 1.11 PROJECT SCHEDULE

- A. **Equipment Completion**: Complete installation of elevator equipment, including inspection, testing to follow schedule agreed upon at the Pre-Installation Meeting. And Owner instruction at dates prior to Turnover as follows:
  - 1. Hydraulic Passenger Elevators: to follow the schedule agreed upon at the Pre-Installation Meeting.
- B. **Notification of Completion**: VT Contractor to provide written notification to GC of installation completion, as specified above, to allow for any Target required inspection outlined during the Pre-Installation Meeting

#### 1.12 WARRANTY

- A. Special Manufacturer's Warranty: Written warranty, signed by installer agreeing to repair, restore, or replace defective equipment including labor within specified warranty period.
  - 1. Warranty Period: 12 months from the official acceptance date of the Authority Having Jurisdiction (AHJ) [local elevator inspector and/or vertical transportation inspector] releases the equipment for sanctioned use. The Installer is responsible for completion of any deficiency list or conflicts with the specifications within 30 days of receipt and identification.

#### **PART 2 - PRODUCTS**

## 2.1 MANUFACTURERS / INSTALLERS

- A. Acceptable Manufacturers / Installers for Hydraulic Passenger Elevators:
  - 1. Mitsubishi Electric Elevator/Escalator Division.
  - 2. Schindler Elevator Corporation.
  - 3. ThyssenKrupp Elevator Company.
  - 4. **Independent VT Installation Vendors** may be considered in addition to the specified VT Contractors, but are required to be pre-approved by Target PM.

#### B. Acceptable Manufacturers for Controllers:

- 1. Motion Control Engineering.
- 2. Smartise
  - a. No Other Substitutions.

## C. Acceptable Manufacturers for Door Equipment:

- 1. GAL: MOVFR.
- Case 23-13359-VFP Doc 1086-5 Filed 06/27/23 Entered 06/27/23 11:02-9a. Desc No Substitution.

## D. Acceptable Manufacturers for Cab Enclosures:

- 1. Canton.
- 2. G&R.
- 3. MEI.
- 4. Original Equipment Manufacturer (OEM), units per specification compliance.

#### E. Acceptable Manufacturers for Elevator Platforms:

- 1. Canton.
- 2. MEI.

- 3. Original Equipment Manufacturer (OEM), units per specification compliance.
- **Acceptable Manufacturers for Pump Units:** 
  - 1. Canton.
  - 2. MEI.
  - 3. Original Equipment Manufacturer (OEM), units per specification compliance.
- Acceptable Manufacturers for Valves:
  - 1. EECO.
  - 2. Maxton.
- Acceptable manufacturers and products for Car and Hallway Fixtures: Approved Fixture Shop Drawings on
  - 1. Innovation Series / Identified as Target Fixture Group 1.
  - 2. Provide way-finding graphics as indicated in Drawings.

#### 2.2 MATERIALS

- Finish Materials: Provide the following materials and finishes for exposed parts of elevator car enclosures, car doors, hoistway entrance doors and frames, and signal equipment as indicated:
  - 1. Stainless-Steel Sheet: ASTM A 240, Type 304.
  - 2. Stainless-Steel Bars: ASTM A 276, Type 304.
  - 3. Stainless-Steel Tubing: ASTM A 554, Grade MT 304.
  - 4. Cold-Rolled Steel Sheet: ASTM A 1008, commercial steel, Type B, exposed, matte finish, with factoryapplied rust-inhibitive primer.
  - 5. Hot-Rolled Steel Sheet: ASTM A 1011, commercial steel, Type B, pickled, with factory-applied rustinhibitive primer.
  - 6. Nickel Silver Extrusions: ASTM B 151/B 151M, Alloy UNS No. C74500 or No. C77600.
  - 7. Aluminum Extrusions: ASTM B 221, Alloy 6063.
  - 8. Plastic Laminate: High-pressure type complying with NEMA LD 3, Type HGS for flat applications.

#### Fasteners:

- 1. Provide bolts, nuts, washers, screws, nails, rivets, and other fastenings necessary for proper erection and assembly of work.
- 2. Fasteners shall be compatible with materials being fastened. Comply with requirements of the ASME 17.1 code and be class 5 or better.
- 3. Exposed:
  - a. Match adjacent material in appearance, finish, and color.
  - b. Countersink, unless otherwise indicated.
  - c. Screws: Provide Phillips flathead type.
  - d. Provide vandal resistant screws for Car Operating Panel.
- Welding Electrodes: E70XX per AWS A5.1 or A5.5.

## 2.3 COMPONENTS

- General: Provide manufacturer's standard elevator systems except for specified controllers and door equipment. Where components are not otherwise indicated, provide standard components, published by manufacturer as included in standard pre-engineered elevator systems and as required for a complete system.
- Hydraulic Holeless Elevator Type Selection (See Article "1.3 Definitions" of this spec): Vertical Transportation provider to select the appropriate holeless elevator type which best suits the project's total vertical 23-13359-VFP Doc 1086-5 Filed 06/2 Exhibit B - Part 2 travel and overhead clearance constraints and requirements.
  - Automatic Re-Synchronization: Provide automatic re-synchronization feature for each pair of hydraulic telescopic dual jack assemblies serving each elevator cab.
  - Pump Units: Positive-displacement type with a maximum of 10 percent variation between no load and full load and with minimum pulsations. Provide the following:
    - 1. Submersible pump unit is allowed up to and including 50 HP motor pump unit. Dry pump unit are required for motors over 50 HP.
    - 2. 100 HP motors are allowed only on elevators with total rise of 45 feet or more.

- 3. Double pump units are not allowed.
- 4. Provide oil cooler with fan and constant circulation pump thermostatically controlled without software.
- 5. Provide motor with electronic line starting. The motor to be capable of minimum 80 starts per hour.
- E. **Hydraulic Silencers**: Provide hydraulic silencer containing pulsation-absorbing material in a blowout-proof housing at pump unit. A muffler with a baffle is not allowed. An air charged unit or non baffled unit is required.
- F. **Piping**: Provide size, type, and weight piping recommended by manufacturer, and provide victaulic fittings to minimize sound and vibration transmissions from power unit.
  - 1. Provide dielectric couplings at plunger/cylinder units.
  - 2. Casing for Underground Piping: PVC pipe complying with ASTM D 1785 joined with PVC fittings complying with ASTM D 2466 and solvent cement complying with ASTM D 2564.
  - 3. Installation of PVC lining to conform with OSHA 29 CFR 1926.21 (b) (6) (ii) requirements for Confined Spaces.
- G. Inserts: Furnish required concrete and masonry inserts and similar anchorage devices for installing guide rails, machinery, and other components of elevator work where installation of devices is specified in another Specification Section.
- H. Protective Cylinder Sleeve: PVC pipe complying with ASME A17.1, of sufficient size to provide not less than 1-inch clearance from cylinder, and extending above pit floor, and having inspection tubes or a method for proper inspection.
- I. Car Frame and Platform: Welded steel units.

## 2.4 OPERATION SYSTEMS

- A. Controllers: Provide Motion Control Engineering PHC 2000 Controllers or approved equal with battery lowering device integrated into standard enclosure. Controllers for each elevator or group of elevators to provide type of operation system indicated.
- B. **Alternate**: Installer **SHALL NOT** propose or provide a voluntary alternate using the manufacturer's standard microprocessor operation systems.
- C. Elevator Operation:
  - 1. Single Elevator: Provide "Automatic Operation" as defined in ASME A17.1.
  - 2. Multiple-Car Group: Provide "Group Automatic Operation" as defined in ASME A17.1.
  - 3. Single Elevator: Provide "Selective Collective Automatic Operation" as defined in ASME A17.1.
  - 4. Multiple-Car Group: Provide "Selective Collective Automatic Operation" as defined in ASME A17.1.
- D. **Auxiliary Operations**: In addition to primary operation system features, provide the following operational features for elevators where indicated.
  - 1. **"Flow-Thru" Operation**: Door operation for elevators with doors front and rear of car with access on one side on each level, description and function as follows:
    - a. "Flow-thru" operation is multi-directional; flow can be in either direction. Enter on one side of hoistway and exit on the other side of hoistway.
    - b. Doors occur on only one side of hoistway at each floor level.
    - c. Doors at each level are to be considered both Ingress openings and Egress openings.
  - 2. **Automatic Call Registration**: As passengers enter from the ingress side, a car call shall be automatically registered including illumination of the call button upon breaking the door detector beams, for the other floor. No operation of the "in-car" floor buttons should be required to go to the other floor.
- EZ313359-VFP Doc 1385-5 Float 0027723 Embed 0027723 Embed 0027723 Laws Zip Dispatch or Shuttle Operation (As Required): The free car shall be dispatched immediately after a car call has been registered in the assigned elevator to go to the opposite floor. Requires one car be parked at each respective floor.
  - 4. Stand-by Power Transfer (As Required): In the event of normal power failure, provide controls to automatically lower each car nonstop to the lowest landing or primary exit level. Provide 12 volt D.C. battery units installed in machine room for standby power including solid-state charger and testing means mounted in a common metal container. Battery to be rechargeable lead acid or nickel cadmium with a 10-year life expectancy.

- a. Upon the failure of normal power, the elevator shall be lowered to the lowest landing. Upon arrival at the lowest landing, the elevator doors shall open automatically and remain open until normal operation is resumed. The elevator shall then become inactivated.
- b. Upon restoration of normal power supply to the building, the elevator shall automatically resume normal operation.
- Testing Stand-by Power Operation: Provide means by a disconnect, a toggle switch or key switch mounted in an electrical box attached to the controller or duct to perform systematic testing.

1) Clearly mark box with the words "Standby Test".

- 2) Provide locking means for testing device. A key switch that can only have the key removed in the off position or a toggle light switch that has a lockable paddle.
- Once initiated, the testing switch shall simulate the loss of power and return the elevator to the main
- 5. Independent Service: Keyswitch in car control station allows it to respond only to car calls. Key cannot be removed from keyswitch when car is in independent service. When in independent service, doors close only in response to the door close button.
- 6. Firefighter's Service: Per ASME A17.1 to operate and recall elevators to designated or alternate designated floors in fire or other emergency condition. Connect sensor signal wiring from hoistway or machine room connection point to controller terminals. Provide similar operation and fixtures on all elevators. Operate visual/audible signal until return is complete or automatic operation restored.
- 7. Standby Lighting and Alarm: Car-mounted, battery unit with solid-state charger to operate fan, alarm bell and lighting, per Code. Battery to be rechargeable with 5-year minimum-life expectancy. Provide spring return test button in service cabinet of car station which causes illumination of standby lighting.
- Security Features: In addition to above operational features, provide the following security features, where indicated. Security features shall not affect emergency firefighters' service.
  - 1. Security Camera Capability: Provide a RG59U Coaxial Cable terminated on car top in a junction box clearly labeled and identified. Terminate cable in machine room outside the controller attached to the electrical duct in a junction box clearly labeled and identified. Provide a 110-volt outlet at the camera box location on car top.
    - Elevator technician is responsible for terminating cables in the controller or in the junction box above the controller.
    - b. Elevator technician is responsible for mounting the security camera (Owner Furnished) in the canopy or the corner opposite the car control panel. Provide wiring from the camera to the junction box. Provide assistance to camera technician as required for final connections.
  - Security Access (As Required): to be reviewed by the Target PM with Target Asset Protection and Store Operations to determine access type (key switch versus key pad) and operation. Information to be provided as part of the Pre-Installation Meeting.
    - a. Security Access Key Switch (As Required): VT Contractor provided key switch located in designated Store hall pushbutton station. When used, keyswitch will activate and deactivate car and hall push buttons serving select Floor levels. Elevator doors at Select Floor levels will be secured and inaccessible.
  - 3. Digital Keypad Operation for Passenger Elevator (As Required): Wall mounted digital keypad to allow secure, multi-functional operation of elevator. Keypad unit to be mounted near entrance jamb as indicated on Drawings. Provide one keypad for elevator (ELEV-X) as indicated on drawings.
    - Acceptable Manufacturer and Products for Keypad System:
      - 1) Essex Electronics Inc.
        - Tel: 800-539-5377
        - Website: www.keyless.com
      - 2) Key Pad System: KE-1000-T4, Mark III Series, with Model TP-3/4 S, twelve digit keypad, with stainless steel bezel.
        - (a) Keypad to contain a minimum quantity of (4) four programmable digital code inputs/outputs.
        - (b) Additional outputs as part of model to be used for future options and functions.
        - (c) The keypad to have the capability to change codes on site without the use of software.
        - (d) Power: 24v. DC.
      - 3) Accessories:

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- (a) ERM Unit: Encoded Relay Module; to be mounted in Machine Room or Hoistway.
- (b) Transformer: Manufacturers standard for 24v DC power.
- (c) Include proper wiring, box enclosure and interface with the controls.
- 4) Comparable products from other manufacturers with approval.

HYDRAULIC PASSENGER ELEVATORS

- b. Operational Modes: Programmable Input Codes trigger the following separate elevator operation modes.
  - 1) Exclusive Team Member Use Mode #1: This mode shall recall the elevator to the floor where the key-pad is located, and place the selected elevator into independent service. Hall button circuitry for this elevator shall be deactivated from use. Elevator car buttons will remain activated and will allow the elevator to respond. This independent service mode shall allow the operator to use the elevator by initiating car call buttons and using the door close and door open buttons to operate the elevator. This mode shall have a field programmable timer with a setting of "OFF" and a timer range of 15 to 60 minutes, to automatically restore the elevator to passenger use mode #2, without entering a keypad code.
    - (a) The timer should be initially set to 15 minute time period, to automatically restore the elevator to passenger use mode #2, without entering a keypad code.
  - 2) Restore Passenger Use Mode #2: Activation of this mode shall restore the elevator to general passenger operating use. All hall call button circuitry are re-activated. This mode shall recall the elevator that is on cart retrieval use mode #1.
  - 3) Initiate Security Mode After Business Hours #3: This security mode shall remove the elevator from normal passenger use mode and remove the elevators from shopping cart retrieval operation mode. Activation of this mode will return the elevator to the floor at keypad location, open the elevator doors to verify the elevator is vacant, and after a normal door open dwell time of 6 to 10 seconds, close the door. All hall call circuitry will be deactivated. Elevator car will not respond to hall or car calls. This security mode will deactivate modes #1 and #2.
  - 4) Restore Non-Security Mode During Business Use #4: Numeric code for this mode must be entered to restore elevator to normal passenger use mode #2, or to allow cart retrieval mode #1 to be activated. All hall and car call circuitry will be activated for general passenger use.

## 2.5 CAR SIGNAL EQUIPMENT

- A. Elevator Car Station (ELEV-X): Provide main/auxiliary car station for Elevator located on front/side return panel as indicated on Drawings.
- B. Car Control Station Components: Provide fully recessed car control stations with applied metal faceplates.
  - 1. Include call buttons for each landing (identified as 1 and 2,etc.) served and other buttons, switches, and controls required for specified car operation including:
    - a. Alarm Button.
    - b. Keyed Stop Switch.
    - c. Door Open Button.
    - d. Door Closed Button.
    - e. Provide Fire Fighters Service Panel with all appropriate Buttons as required by Code.
    - f. Fire Hat
    - g. Emergency Light
  - 2. Emergency Communication System: Provide system that complies with ASME A17.1 and the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines (ADAAG)." On activation, system dials pre-programmed number of monitoring station and identifies elevator location to monitoring station. System provides two-way voice communication without using a handset and provides visible signals that indicate when system has been activated and when monitoring station has responded. System to be flush mounted in control panel with the following components: Program units to call the Elevator Contractor's 24 hour help line.
    - a. Speaker Grille
    - b. Microphone

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- °c. Activation Button.
  - 1) At Activation Button provide a 6.35 mm (1/4 inch) raised stainless steel collar surround, this collar projects beyond face of Activation Button and protects from inadvertent activation. Provide collar for either round or square Activation Buttons.
- d. Visible signal Light.
- e. **Emergency Return Phone Number**: Provide elevator car return telephone number indicated on the cover of the "1900 Handy Box" located above the elevator controller in the Elevator Machine Room. Number to be written in indelible marker or permanent label.

- 3. **Car Position Indicator**: Provide 50.8 mm (2 inch) digital-display type, or segmented type with travel direction arrows. Also provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served. Provide synthesized voice as required by Jurisdiction.
- 4. Firefighter's Operation Service Panel: Lockable flush cover plate in control station containing the following controls.
  - a. Phase II key switch.
  - b. Instructions shall be on the inside of the fire service panel door.
  - c. Door open and door close buttons.
  - d. Emergency stop switch
  - e. Call cancel button
  - f. Indicator light; visual signal firefighter hat symbol
- 5. Service Panel: Lockable flush cover plate in control station containing the following controls
  - a. Inspection switch may be rocker, toggle or keyed
  - b. Access Enable key switch
  - c. Independent switch may be Rocker, toggle or keyed.
  - d. Light switch may be rocker, toggle or keyed
  - e. Test push button for emergency light.
  - f. Two-position exhaust blower switch may be rocker, toggle or keyed.
  - g. Duplex 120 volt, A.C., GFCI electrical outlet.
  - h. Two spare toggle switches
- 6. Mark buttons and switches with manufacturer's standard identification for required use or function that complies with ASME A17.1/CSA B44.
- 7. The fire fighters Phase II instructions to be provided
- 8. Mount controls at heights complying with the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines (ADAAG)."
- C. Signage: Provide the following engraving with black paint fill. Size and style as approved by Architect.
  - 1. Elevator Car Control Stations:
    - a. "No Smoking" at the top of the main car stations
    - b. Elevator number at the top of the car station
    - c. Elevator capacity in pounds at the top of the main car station
    - d. Engrave car operating panel with Phase II fire service verbiage, per ASME A17.1/CSA B44
    - e. Incorporate inspection certificate window with clear plastic lens, and mounting frame above buttons on car station.
- D. Mark buttons and switches with manufacturer's standard identification for required use or function that complies with ASME A17.1/CSA B44.

#### 2.6 HALL SIGNAL EQUIPMENT

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- A. In-Store Office Elevator, Parking Garage Elevators, In-Store Sales Floor Elevators:
  - 1. Hall Push-Button Stations (ELEV-X): Provide vandal resistant hall push-button stations at each landing for each elevator as indicated on Drawings. Innovation Bruiser Series PB23/PB27 Pre-approved.
- B. Hall Push-Button Station Components:
  - 1. Provide units with flat faceplate for mounting with body of unit recessed in wall.
  - 2. Provide hall push-button stations on ingress and egress side of hoistway as applicable.
  - 3. Provide vandal resistant units.
  - 4. Provide units with illuminated direction indicating buttons; two buttons at intermediate landings; one button at terminal landings.
  - 5. ASME A17.1, Appendix H shall be embossed on the fixture plate other than the main egress.
  - 6. Fire Fighters Service Phase I instructions shall be engraved in the main egress landing faceplate.
- C. Security Access Key Switch: Elevator Vendor provided key switch, integral with push button plate on Main Store Entry Level. Verify location.
  - 1. Faceplate to have the proper studs mounted or stop provided to prevent the key switch cylinder from turning.
- D. Access Inspection Key Switch: Provide key switch with stainless steel faceplate separate from hall controls.
  - 1. Locate adjacent to each entrance jamb at top and bottom landings.

- E. **Hall Lanterns**: Provide vandal resistant units with illuminated arrows, but provide single arrow at terminal landings.
  - 1. Provide units with flat stainless steel faceplate for mounting with body of unit recessed in wall and with illuminated elements.
  - 2. Provide flush vandal resistant units.
  - 3. Place lanterns beside each hoistway entrance, as indicated on Drawings. Mount at 72 inches above finished floor.
  - 4. With each lantern, provide audible signals indicating car arrival and direction of travel. Signals sound once for up and twice for down Chime unit shall be an adjustable volume unit.

#### 2.7 DOOR REOPENING DEVICES

A. Team, Passenger, Dual Use, Freights Nudging Feature: The scanners shall be installed in fail safe mode during normal operations. This means that the doors shall remain open as long as there is an obstruction in the path of the doors. The nudging shall be activated only to fulfill or during Fire Service requirements. After car doors are prevented from closing for a predetermined adjustable time, through activating door reopening device, a loud buzzer shall sound and doors shall begin to close at reduced kinetic energy.

#### 2.8 ELEVATOR CAR ENCLOSURES

- A. General: Provide finished car including materials and finishes specified below.
  - 1. Fabricate car with recesses and cutouts for signal equipment.
  - 2. Fabricate car door frame integrally with front wall of car.
  - 3. Canopy: Reinforced 12 gauge (.090") furniture steel with hinged exit and baked enamel finish. Color White.
  - 4. Stationary Return Panels and Integral Entrance Columns: 14 gauge (.075") No. 4 satin stainless steel.
  - 5. Transom: 14 gauge (.075") No. 4 satin stainless steel.
  - 6. Stainless-Steel Doors: Flush, hollow-metal construction, faced with No. 4 satin stainless steel cladding to be wrapped on leading edges of doors.
  - 7. Sills: Extruded metal, with grooved surface, 1/4 inch thick. Provide standard finish on nickel silver.

#### B. Elevators:

- a. Car Enclosures (ELEV-X).
- b. Front and Rear Wall Panels: Flush hollow-metal construction, fabricated from 14 gauge (.075") No. 4 satin stainless steel.
- c. Wall panels above the handrails/bumper rails:
  - 1) Removable panels with 20ga. stainless steel #4 satin finish having a grain direction running the long dimension of the panel, adhesively applied to 12.7 mm (1/2-inch) fire-retardant-treated particleboard with complying with NEMA LD 3, and manufacturer's standard protective edge trim. Panels have a flame-spread rating of 25 or less, when tested according to ASTM E 84, E 162, and E 662. Provide a stainless steel reveal above, below and between equally spaced wall panels in No. 4 satin finish.
- d. Wall panels behind the handrails/bumper rails:
  - 1) Removable panels with 20ga. stainless steel #4 patterned stainless steel (5WL pattern), adhesively applied to 12.7 mm (1/2-inch) fire-retardant-treated particleboard with complying with NEMA LD 3, and manufacturer's standard protective edge trim. Panels have a flame-spread rating of 25 or less, when tested according to ASTM E 84, E 162, and E 662. Provide a stainless steel reveal above, below and between equally spaced wall panels in No. 4 satin finish.
- e. Ceiling and Lighting: Suspended, concealed frame, nine panel ceiling in # 4 satin stainless steel finish.

  Provide up to nine recessed down lights in the face of the ceiling, fitted with 11 watt ED PAR 30L LED

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  - f. Handrails: 1-1/2", # 4 satin stainless steel round rail, mount 32" off finish floor, measured to top of handrail. Handrails should turn into wall at each end.
  - g. Bumper Rails: Double rail, on walls without door openings. 4" x 3/8", # 4 satin stainless steel bars with splayed ends; mount first rail 4" off finish floor to bottom of rail; second rail 24" off finish floor to bottom of rail.
  - h. Flooring: (Vinyl Composite Tile). Refer to Section 09 6500, and / or verify with Project Architect.

#### 2.9 HOISTWAY ENTRANCES

- A. **General**: Provide manufacturer's standard horizontal-sliding, door-and-frame hoistway entrances complete with track systems, hardware, sills, and accessories. Provide frame size and profile to coordinate with hoistway wall construction.
  - 1. Door Gibs: Nylon roller door guides in lieu of standard sliding gibs, provide two per door.
    - a. Acceptable Manufacturers:
      - 1) Nylube Products Company; 810.852.6500.
      - 2) Comparable products from other manufacturers.
- B. Materials and Fabrication: Provide manufacturer's standard labeled units but not less than the following:
  - 1. Stainless-Steel Frames: Formed stainless-steel sheet.
  - 2. Stainless-Steel Cladded Doors and Transoms: Flush, hollow-metal construction, clad with stainless steel.
  - 3. Sills: Extruded metal, with grooved surface, 1/4 inch thick. Provide polished finish on nickel silver.
  - 4. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine elevator areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
  - 1. Verify critical dimensions, and examine supporting structure and other conditions under which elevator work is to be installed.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

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- A. General:
  - 1. Install each equipment item in accordance with accepted Manufacturer's procedures, referenced codes, and specifications.
  - 2. Install machine room equipment with clearances in accordance with referenced codes and specifications.
  - 3. Install items so they may be easily removed for maintenance and repair.
- B. Welded Construction: Provide welded connections for installing elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts.
  - 1. Comply with AWS standards for workmanship and for qualifications of welding operators.
  - 2. Jack welds must be made by a Certified Welder.
- C. Sound Isolation: Mount rotating and vibrating equipment on vibration-isolating mounts designed to effectively prevent transmission of vibrations to structure and thereby eliminate sources of structure-borne noise from elevator system.
- D. Isolate piping through the hoistway wall so any vibrations or pulsation do not resonate.
- E. Install piping above floor, where possible. Where not possible, install underground piping in Schedule 40 PVC pipe casing assembled with solvent-cement fittings.
- F. All hydraulic pipelines shall be identified at 10 foot intervals to comply with ASME A17.1.
- G. Provide floor and wall supports to make sure the victaulic fittings, piping is secure and does not flex during the operation of the elevator.
- H. Lubricate operating parts of systems as recommended by manufacturers.
- Alignment: Coordinate installation of hoistway entrances with installation of elevator guide rails for accurate alignment of entrances with cars. Where possible, delay installation of sills and frames until car is operable in shaft. Reduce clearances to minimum, safe, workable dimension at each landing.
- J. Leveling Tolerance: 1/4 inch, up or down, regardless of load and direction of travel.

- K. Set sills flush with finished floor surface at landing. Fill space under sill solidly with nonshrink, nonmetallic grout.
- L. Performance Criteria Passenger, Dual Use Elevators
  - 1. Door open time 3.2 seconds
  - 2. Door Close time 3.8 seconds
  - 3. Door open dwell time on a car call 6.5 seconds
  - 4. Door open dwell time on a hall call 6.5 seconds
  - 5. Activation of door close button shall cancel dwell time
  - 6. Zip or Shuttle dispatch system
  - 7. Floor to floor times, contract speed with leveling zone of 6 to 10 inches maximum either direction
  - 8. Nudging set in fail safe mode during normal operation.

## 3.3 FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of elevator installation and before permitting use (either temporary or permanent) of elevators, perform acceptance tests as required and recommended by ASME A17.1 and by governing regulations and agencies.
- B. Advise GC and authorities having jurisdiction in advance of dates and times tests are to be performed on elevators.
- C. Provide a copy of the test results to GC at the same time they are provided to the PCA.
- D. The project will be subject to Target's VT commissioning process and equipment will be inspected by a Target Representative, an Elevator Consultant or both. Any deficiency list will be required to be addressed and completed within 14 days of receipt unless an alternate timeline is approved by Target.

#### 3.4 DEMONSTRATION

- A. Instruct Target's personnel in proper use, operations, and daily maintenance of elevators. Training shall be scheduled and may take up to a day. Includes all functions of securing the elevators, and special security operations.
- B. Provide two (2) Training Sessions: First training session is at Turnover; and Second training session is determined by Target and is to occur during the Warranty Period.
- C. Provide three (3) Procedure Manuals for training.
- Review emergency provisions, including emergency access and procedures to be followed at time of operational failure and other building emergencies.
- E. Train Owner's personnel in procedures to follow in identifying sources of operational failures or malfunctions.
- F. Provide a copy of ASME 17.4 for on site use.
- G. Co-ordinate with Owner on requirements for a complete elevator maintenance program.
- H. Make final check of each elevator operation with OSR personnel present and before date of Store Turnover. Determine that systems and devices are functioning properly.

# 3.5 PASSENGER ELEVATOR SCHEDULE

- A. Passenger Elevator No (s): ELEV-X and ELEV-X.
- e23-13299-VFP Doc 1008-5 Fined 0027/22 Entered 0027/22 102209 Day De: Twin piston Hydraulic Holeless.
  - 2. Type: Under-the-car single cylinder, Hydraulic Borehole.
  - 3. Platform Size: 7'-0" x 9'-0", with orientation as indicated on Drawings.
  - 4. Rated Load: 5000 lb.
    - a. Class C3 rated loading.
  - 5. Rated Speed: 125 fpm.
  - 6. Openings: \_\_\_ openings, (\_\_ front, \_\_ rear). See Drawings.
  - 7. Openings: \_\_\_ openings, (\_\_ front). See Drawings.
  - 8. Stops: \_\_\_Stops. See Drawings.
  - 9. Total Travel Distance: XX'-0". See Drawings.
  - 10. Floor-to-Floor Travel Distances: See Drawings.

- a. 1-2: XX'-0".
- b. 2-3: XX'-0".
- 11. **Operation System**: [Automatic Operation] [Group Automatic Operation] [Selective Collective Automatic Operation].
- 12. Machine: Submersible unit 50 HP motors or less. Provide dry unit for motors over 50 HP.
- 13. Power Characteristics: 480 Volt 3 Phase 60 Cycle.
- 14. Hoistway Entrances:
  - a. Size: 5'-0" wide x 7'-0" high.
  - b. Type: Two speed, center opening.
  - c. Frames: Stainless Steel.
  - d. Doors: Stainless Steel.
  - e. Sills: Nickel Silver.
- 15. Door Protection: Infrared array.
- 16. Car Enclosure:
  - a. Height: Cab height to canopy 9'-0".
  - b. Front and Rear Walls: Stainless steel with integral car door frames.
  - c. Side Walls: Steel with baked enamel finish and removable wall panels as indicated.
  - d. Reveals: #4 Brushed Stainless Steel.
  - e. Door Faces (Interior): Stainless steel.
  - f. Base: Vented, baked enamel finish.
  - g. Door Sills: Nickel silver.
  - h. Ceiling: Suspended, concealed frame 9 panel ceiling in #4 SS finish.
  - i. Handrails and Bumper Rails: Two flat bar and one 1-1/2" diameter, stainless steel, on sidewalls of cars, as indicated on Drawings.
  - Floor prepared to receive flooring as specified in Section 09 6500, and / or verify with Project Architect or Owner.
  - k. Lighting: LED

#### 17. Car Stations:

a. Stainless steel, single station, mounted on side panel, as indicated on Drawings. Station to include items as specified.

#### 18. Hall Fixtures:

- a. Hall Lanterns: Locate at each door at each floor, with audible sound, once for up direction and twice for down direction calls.
- b. Hall Pushbuttons: Locate at each ingress door or between each bank of ingress doors.
- c. Floor Designation Plates: Locate on door jamb, one each door.

## 19. Emergency Communication System:

a. In-car telephone wired to Team Service Center (TSC) @ 1-800-633-1609.

## 20. Additional Features:

- a. Automatic floor call registration on Car Station.
- b. "Pass-thru" operation with staggered door operation as specified.
- c. Car top inspection station.
- d. Battery powered emergency car lighting, ventilation and alarm.
- e. Battery powered lowering and door operation.
- f. Firefighters' service including alternate return feature.
- g. Hoistway access switches.
- h. Independent service feature.
- i. Installation and hook-up of security camera in elevator car provide RG59U Coaxial Cable in traveling cable, and 110 volt power supply in cab camera supplied by owner.
  - j. No visible company name or logo.

#### **END OF SECTION**

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